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ABSTRACT

The collective bargaining agreement between the University of Cincinnati and the University of Cincinnati Chapter of the American Association of University Professors (AAUP), for the period September 1, 1989 through August 31, 1992 is presented. The document covers the following topics in 39 articles under the following categories: (1) "Basic Principles" (recognition and description, academic freedom, academic safeguards and responsibilities, non-discrimination, affirmative action); (2) "Faculty and Librarian Status" (appointment, reappointment, promotion and tenure, grievance procedure, disciplinary hearing and dismissal for cause); (3) "Compensation" (College of Medicine compensation, minimum salaries, overloads, extra compensation, academic unit head compensation, additional compensation); (4) "Fringe Benefits" (insurance, sick leave, and other leaves); (5) "Bargaining Agent" (rights and duties of the AAUP as agent, dues check-off, released time); (6) "Faculty and Librarian Development" (development opportunities, academic leave, professional leave and released time for education for librarians); (7) "Governance" (governance of the university, retrenchment under conditions of financial exigency, termination, institutional responsibilities, academic unit heads); (8) "Agreement Administration" (disputes and arbitration, maintenance of practices, decertification, agreement construction, totality of agreement, savings and separability, duration and amendment, dispute settlement procedure). Attached are a list of definitions, a memo of understanding, and an index to the document. (JB)

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PREAMBLE

The intent of the collective bargaining process entered into by and between the Board of Trustees of the University of Cincinnati and the University of Cincinnati Chapter of the American Association of University Professors is to promote a healthy and viable institution of higher learning capable of supporting a quality program of teaching, research, and public service. This Agreement seeks to maintain educational excellence, facilitate effective faculty and librarian participation, assure fair and reasonable conditions of employment, and provide techniques and procedures for the peaceful adjustment of disputes should they arise.

ARTICLE 1

RECOGNITION AND DESCRIPTION OF BARGAINING UNIT

1.1 The University recognizes the AAUP as the sole collective bargaining agent for the purpose of bargaining with the University with respect to wages, hours, and other conditions of employment for employees in the following classifications:

1.1.1 All faculty members in Colleges and Libraries holding unqualified titles of Professor, Associate Professor, Assistant Professor, and Instructor, Beginning Librarian, Assistant Librarian, Associate Librarian, Associate Senior Librarian and Senior Librarian;

1.1.2 All full-time faculty members in the College of Medicine who receive their salary through the University;

1.1.3 All persons appointed full-time on an academic year or annual basis who hold qualified faculty titles including those in field service, clinical, or research series;

1.1.4 All persons appointed on an academic year or annual basis who hold adjunct or other part-time titles whose position is 65% or more of a full-time faculty or librarian position;

1.1.5 Assistants to the Dean who meet the 65% or more of a full-time faculty position requirement, Heads, Directors, Chairpersons and Coordinators of Departments, and Division Heads.

1.2 Excluded from the Bargaining Unit are:

1.2.1 Persons who hold faculty titles or ranks in the Reserve Officers Training Corps or the Tanners Research Council;

1.2.2 Persons in the College of Medicine who are affiliated full-time faculty, voluntary or part-time faculty, or, any academic unit head who is the chief executive officer of an outside corporation which is, (a) affiliated with the University, and (b) provides academic base salary support;

1.2.3 Administrators at the level of Assistant Dean and above (e.g., Associate Dean, Vice Dean, Dean, Vice Provost, University Dean, Assistant Vice President, Associate Vice President, Vice President, President), even if they hold regular academic ranks or titles;

1.2.4 All visiting faculty.

1.3 Within fifteen (15) days following the beginning date of each quarter of the academic year, the AAUP may review the Personnel Action Forms for all new part-time faculty upon written request to the University Contract Administrator.

ARTICLE 2

ACADEMIC FREEDOM

2.1 Institutions for higher education exist for the common good. The welfare and strength of the University and of society at large depend on the free search for truth and its free expres- sion. Academic freedom is based upon the premise that scholars are entitled to immunity from coercion in matters of thought and expression, and on the belief that the mission of the University can be performed only in an atmosphere free from administrative or political constraints on thought and expression. The Univer- sity of Cincinnati and the AAUP reaffirm their long tradition of and deep commitment to academic freedom.

2.2 Academic freedom applies to freedom of thought and expres- sion in teaching, research, and extramural activities. Freedom in research is fundamental to the advancement of truth. Academic freedom in its teaching aspect is fundamental for the protection of the rights of the teacher in teaching and of the student to freedom in learning. Academic freedom is also essential to protect the rights of faculty members and librarians freely to discuss and debate all ideas, however controversial or unpopular, before the broader community. The right of academic freedom shall be the right of every faculty member and librarian. The University shall continue to be pledged to recognize and protect full freedom of inquiry, teaching, and research in all aspects of University life.

2.3 The University shall also continue to recognize that all faculty members and librarians are citizens and members of learned professions. When they speak or write as citizens, they shall be free from institutional censorship or discipline. As persons of learning and educational officers, they should remember that the public may judge their profession and their institution by their utterances. Hence they should at all times be accurate, exercise appropriate restraint, and show respect for the opinions of others. Faculty members and librarians shall be free in their public utterances or activities to identify their University affiliation so long as no false impression of University sponsorship or endorsement is created.

ARTICLE 3

ACADEMIC SAFEGUARDS AND RESPONSIBILITIES

3.1 The AAUP and the University recognize the following:

3.1.1 That in the practice of their profession, faculty members' principal academic functions are teaching, discovering, creating, and reporting knowledge.

3.1.2 That in the practice of their profession, librarians select, acquire, and provide access to scholarly information according to the duties and responsibilities contained in their individual job descriptions. As part of their professional responsibilities they may also participate in teaching, discovering, creating, and reporting knowledge.

3.1.3 That in order to carry out these functions, special protections are acknowledged to be essential by the parties to this agreement. These protections are known as academic freedom and tenure.

3.2 The general statements which follow take as their source and guide the 1940 Statement on Academic Freedom and Tenure and the 1966 Statement on Professional Ethics found in the Policy Documents and Reports of the AAUP (the Redbook), 1984 edition.

3.3 The primary justification for academic freedom is service to society's need for independent criticism and advice and a continual flow of new ideas. The creation of knowledge is inherently threatening to the established order. Academic tenure, therefore, is vital to the nurturance of new ideas and new knowledge. Tenure is the bulwark against the application of economic and political power in limitation of the topics of inquiry and the publication of results.

3.4 Academic tenure, therefore, entails significant responsibilities: to enlarge the common body of knowledge; to raise hard questions; to take unpopular positions; and to accept intellectual risks. The real freedoms associated with inquiry and expression, however, are always bounded by the responsibilities associated with those freedoms.

3.5 Members of the academic community, guided by a deep conviction of the worth and dignity of the advancement of knowledge, recognize the special responsibilities placed on them. Their primary responsibility to their subject is to seek and to state truth as they see it. To this end they devote their energies to developing and improving their scholarly competence. They accept the obligation to exercise critical self-discipline and judgment

in using, extending, and transmitting knowledge. They practice intellectual honesty. Although they may follow subsidiary interests, these interests must never seriously hamper or compromise their freedom of inquiry.

3.6 As teachers, faculty members and librarians encourage the free pursuit of learning in their students. They hold before students the best scholarly standards of their discipline. They demonstrate respect for the student as an individual, and adhere to their proper role as intellectual guides and counselors. To that end, their responsibilities as teachers are not confined to formal instructional settings but also include accessibility to and engagement with students outside the classroom. Accessibility of faculty members includes posting and keeping of office hours convenient to students and availability by appointment. Faculty and librarians make every reasonable effort to foster honest academic conduct and to assure that their evaluations of students reflect their true merit. They respect the confidential nature of the relationship between teacher and student. They avoid any exploitation of students for their private advantage and acknowledge significant assistance from them. They protect students' academic freedom.

3.7 As colleagues, members of the academic community have obligations that derive from common membership in the community of scholars. They respect and defend the free inquiry of their associates. In the exchange of criticism and ideas they show due respect for the opinions of others. They acknowledge their academic debts and strive to be objective in their professional judgment of colleagues.

3.8 As principals of an academic community, faculty members and librarians accept that active participation in University governance and in the academic life of their departments and colleges cannot always be conterminous with their teaching responsibilities. Active participation in governance and academic planning is expected and necessitates a commitment to joint efforts with colleagues (e.g., faculty meetings, planning retreats, faculty workshops, Faculty Senate, AAUP, and University governance activity) that extend throughout the academic year.

3.9 As members of their institution, faculty members and librarians seek above all to be effective teachers and scholars. Although they observe the stated regulations of the institution, provided they do not contravene academic freedom, they maintain their rights to criticize and seek revision. They determine the amount and character of the work they do outside their institution with due regard to their paramount responsibilities to it. When considering the interruption or termination of their service, they recognize the effect of their decision upon the

program of the institution and give due notice of their intentions.

3.10 As members of their community, faculty members and librarians have the rights and obligations of all citizens. They measure the urgency of these obligations in the light of their responsibilities to their subjects, to their students, to their profession, and to their institution. When members of the academic community speak or act as private persons, they avoid creating the impression that they speak or act for their university. As citizens engaged in a profession that depends upon freedom for its health and integrity, members of the academic community have a particular obligation to promote conditions of free inquiry and to further public understanding of academic freedom.

3.11 The responsibilities of members of the academic community encompass many professional functions appropriate to their varied roles. The responsibilities of individual faculty members and librarians will vary depending upon the specific areas of activity in which they are engaged. It is recognized that the protections afforded by academic freedom are not to be taken lightly. Academic freedom protects faculty members and librarians in refusing to accept specific responsibilities they find morally, politically, or intellectually reprehensible; but, this does not imply that the safeguards of academic freedom may be used on unprincipled grounds.

ARTICLE 4

NON-DISCRIMINATION

4.1 The University, the Administration, University administrative personnel, the AAUP, or members of the Bargaining Unit shall not discriminate against any Bargaining Unit member or against any applicant for employment in the Bargaining Unit for reasons of race, creed, marital status, color, age, sex, sex-orientation, religion, national origin, physical or mental handicap, status as a disabled veteran or veteran of the Vietnam Era, or membership in or activity on behalf of or against the AAUP. Sexual harassment of individuals shall be considered to be an act of discrimination.

4.2 The University, the Administration, University administrative personnel, the AAUP, or members of the Bargaining Unit shall not discriminate against or in favor of any Bargaining Unit member or against or in favor of any applicant for employment in the Bargaining Unit because of that person's relationship either in blood or by law, with any employee or member of the Board of Trustees of the University. No person shall be employed or

promoted to a position within the Bargaining Unit if the result would be that a unit head and a member of his or her immediate family (i.e., spouse, child, parent, brother, sister) would be members of the same unit; however, when it is in the interest of the University, exceptions may be made to this policy, upon the recommendation of a majority of the members of the unit, subject to the approval of the appropriate Provost with the consent of the President.

ARTICLE 5

AFFIRMATIVE ACTION

5.1 Both the University and the AAUP agree to the importance of developing and implementing non-discriminatory and affirmative action employment policies. Bargaining Unit members have a shared responsibility and commitment to promote a non-discriminatory University environment. (See Article 4 on Non-Discrimination.)

5.2 In order to facilitate the creation and implementation of such policies, the administration shall provide proposed plans or revisions to a committee whose membership shall be named by the Faculty Senate. The committee shall have the opportunity to make recommendations to the President or the President's representative prior to the University's submission of future affirmative action plans or before the revision of present plans. After submission of its recommendations, if the committee desires to have a meeting on the matter, the President or the President's representative shall meet with the committee and respond to the committee's recommendations if requested to do so by the chairperson of the committee. Copies of the current affirmative action plans and revisions thereof shall be maintained in every college and library office and shall be available there for inspection.

5.3 On or before October 15 of each year of this Agreement, the Affirmative Action Office and/or the appropriate Provost shall distribute to each college dean, library administrator, unit head, and to the AAUP copies of the current affirmative action employment policies, procedures, and guidelines. The staff of the Affirmative Action Office and other designated affirmative action coordinators shall be available upon request to assist members of the Bargaining Unit in ensuring compliance with University affirmative action policies and procedures.

5.4 A copy of the annual Affirmative Action Report, submitted to the Department of Labor, shall be sent to the AAUP upon written request to the University Contact Administrator.

ARTICLE 6

APPOINTMENTS

6.1 Initial Appointment of Faculty

6.1.1 Whether tenure track or in a qualified series, the title advertised and assigned to a faculty position must match the duties and responsibilities to be performed as specified in the detailed description of that position.

6.1.2 The appointment of a faculty member to an academic unit shall normally be based on a recommendation initiated within and approved by the faculty of the academic unit involved, using procedures developed within the unit. In unusual circumstances which the dean of the college shall explain to the academic unit, the dean may initiate a recommendation provided that the faculty of the academic unit involved has been consulted prior to the forwarding of the recommendation and the faculty has had the opportunity to consider other candidates. In the case of the initial appointment of a person to an administrative position of assistant dean or above as described in Article 1, Recognition and Description of Bargaining Unit, any appointment to faculty status shall be referred to the faculty of the academic unit by the dean of the college or higher administrative officer and shall be subject to the approval of the faculty of the academic unit.

6.1.3 In those instances in which the dean and the academic unit cannot agree on the appointment recommendation (the academic unit using procedures developed within the unit), the appropriate Provost at the request of either the dean or the academic unit, shall constitute a committee of one (1) faculty member elected from the academic unit involved, one (1) faculty member selected by the faculty of the unit involved from the academic units of related disciplines, and one (1) faculty member selected from academic units of related disciplines, and two (2) other persons of recognized stature in the discipline of the academic unit; the latter three (3) shall be selected by the appropriate Provost after consultation with the academic unit. This committee shall be responsible for resolving the difference.

6.2 Rules and Principles Governing Appointments and Tenure (Unqualified Faculty Titles)

6.2.1 All tenure track faculty appointments shall be identified by one of the following unqualified titles: Professor, Associate Professor, Assistant Professor, or

Instructor. For all such appointments, the probationary period for continuous full-time service shall not exceed seven years and shall begin at the initial date of appointment.

6.2.2 Notice and precise terms of appointment, reappointment, non-reappointment, promotion, and tenure conditions shall in each case be given to the individual concerned in writing by the dean of the college or school concerned at the time of initial appointment.

6.2.3 Professors shall be appointed on indefinite tenure to retirement, unless otherwise stipulated at the time of appointment. Professors may, under special circumstances, be initially appointed for a term of three years without tenure. The reappointment of a Professor at the expiration of an initial three-year term shall be accompanied by a grant of indefinite tenure.

6.2.4 Associate Professors initially shall be appointed for a term of three, four, or five years unless granted indefinite tenure. The reappointment of an Associate Professor at the expiration of an initial five-year or a second three-year term shall be accompanied by a grant of indefinite tenure. Indefinite tenure also may be granted prior to the expiration of an appointment term.

6.2.5 In unusual or special circumstances, persons initially appointed as Assistant Professor may be promoted to Associate Professor with appointment terms of two, three, or four years.

6.2.6 Assistant Professors initially shall be appointed for a term of two or three years and may be reappointed for additional terms of one, two, or three years to a maximum total of seven years. Except for special circumstances, persons initially appointed as Assistant Professor shall not be eligible for indefinite tenure at that rank. Persons initially appointed as Instructors may be eligible for indefinite tenure at the rank of Assistant Professor.

6.2.7 Instructors shall be appointed for a term of one or two years and may be reappointed for a maximum of seven years. No person may gain indefinite tenure at the rank of Instructor.

6.2.8 The probationary period for Associate Professors, Assistant Professors, and Instructors described above may be modified by the appointee's period of prior service at another institution or service at the University with a

qualified title. When a candidate for employment has such prior service, the matter of how such prior service shall be treated with respect to shortening the probationary period shall be discussed with the candidate prior to appointment, and the credit which shall accrue because of such prior service, if any, shall be explicitly stated in the letter of appointment.

6.2.9 Any faculty member appointed with an unqualified title may be offered a qualified appointment only under the following circumstances:

6.2.9.1 Any faculty member whose initial appointment to an unqualified title was for three years and who has received notice of reappointment in the same title series may not be offered a qualified title before being reviewed for tenure based on the appropriate criteria according to the procedures described in Article 7.

6.2.9.2 Any faculty member whose initial appointment to an unqualified title was for one year or two years and who has received notice of reappointment through the fourth year in the same title series may not be offered a qualified title before being reviewed for tenure based on the appropriate criteria according to procedures described in Article 7.

6.2.9.3 Any faculty member whose initial appointment to an unqualified title was for five years may not be offered a qualified title before being reviewed for tenure based on the appropriate criteria according to the procedures described in Article 7.

6.2.9.4 Any other faculty member whose initial appointment to an unqualified title was for one, two, or three years, and who has not received notice of reappointment through the fourth year, may be offered a qualified title without review for tenure.

6.2.9.5 The probationary period for any such faculty member who accepts a qualified title under the terms of this subsection shall end upon acceptance of a qualified title appointment. The dean of the college or school concerned shall give to each such faculty member the notice required by Subsection 6.3.3 of this Article.

6.2.10 Tenure track faculty appointments shall normally be from the beginning of the academic year. Any appointment made during an academic year between September 1 and December 31 shall be counted, for the purpose of entitlement to academic

leave and as a part of the non-tenure period of service, as commencing on September 1 of that year. An appointment made during an academic year on January 1 or thereafter shall not be counted for the purpose of entitlement to academic leave or as part of the non- tenure period of service until the start of the first full year of service.

6.2.11 The conclusion of a binding agreement by a faculty member to accept an appointment elsewhere shall be forwarded by prompt written notice to his or her dean or equivalent. If a faculty member resigns effective as of the end of the academic year, notice of such resignation should be given no later than May 15 or thirty (30) calendar days after receiving notification of the terms of his or her continued employment the following year, whichever date occurs later. It is recognized that emergencies will occur and, in such event, the faculty member may ask his or her dean (or equivalent) to waive this requirement and the faculty member should conform to the dean's decision. This paragraph shall not apply to a faculty member who has received notice of termination pursuant to Article 28, Retrenchment Under Conditions of Financial Exigency, or to Article 29, Termination Because of Discontinuation of a Program, Department, College, or Library.

6.2.12 There shall be no tenure quotas in any college or department or academic unit or in the University as a whole.

6.3 Termination of a Faculty Member (Unqualified Faculty Titles)

Upon the expiration of a probationary period as defined above, a faculty member shall either be terminated or be granted indefinite tenure. Tenure shall be achieved only by grant of the Board of Trustees and only in accordance with the criteria and procedures provided for in Article 7. After a faculty member has been granted indefinite tenure, his or her service shall be terminated only for adequate cause (see Article 9) except in the case of retirement or because of financial exigency declared by the Board of Trustees, or because of elimination of a program, department, or college pursuant to Article 28, Retrenchment under Conditions of Financial Exigency, or to Article 29, Termination Because of Discontinuation of a Program, Department, College, or Library.

6.4 Rules and Principles Governing Appointments and Reappointments (Qualified Faculty Titles)

6.4.1 Qualified faculty titles are those titles in the Field Service, Adjunct, Research, and Clinical series. Faculty members with qualified titles do not have the right to request a review for tenure under any provision of this

Agreement.

6.4.2 Persons employed by the University in connection with special grants or for other projects limited in time may receive University appointments, but they must be with qualified titles.

6.4.3 The dean of the college or school concerned shall give written notice to each person appointed to a qualified title, which will state that faculty members serving under qualified titles do not have the right to be reviewed for tenure, and which shall also describe the precise terms of the appointment offered and any conditions placed upon reappointment or promotion. Nothing contained in this Article shall affect the right of the Board of Trustees to grant tenure to any person whose value to the University merit such action.

6.5 Initial Appointment of Librarians

6.5.1 Job descriptions for each new position to be filled within the library systems shall be written by the appropriate library administrator and sent to the Librarians' Reappointment, Promotion, and Tenure Committee. The Committee will review and comment on the job description and recommend the rank or ranks at which the position will be recruited.

6.5.2 The selection and initial appointment of librarians shall be based on the recommendation of search committees. Such committees shall consist of the following: the immediate supervisor of the position to be filled and two librarians, whenever possible elected by the librarians of the appropriate library system using procedures developed by the librarians of the library system. Whenever a library system has fewer than the requisite number of librarians to serve on a search committee, unfilled positions on the search committee shall be filled through an election of librarians in the Bargaining Unit according to procedures developed by librarians in the Bargaining Unit.

6.5.2.1 In those instances in which the position to be filled reports directly to a library administrator, the administrator may designate another person to serve on the search committee in the place of the library administrator.

6.5.2.2 When appropriate, up to three (3) individuals in the University community, one or more of whom may be a member of the library support staff, may be appointed by the library administrator to serve on the search

committee.

6.5.2.3 Search committees shall elect their own chairperson.

6.5.3 In those instances in which a search committee and the library administrator cannot agree on the appointment recommendations, the matter shall be referred to the search committee either for reconsideration or for a further search and recommendation.

6.6 Rules and Principles Governing Appointments and Tenure (Unqualified Librarian Titles)

6.6.1 All regular appointments of librarians shall be identified by one of the following titles: Beginning Librarian, Assistant Librarian, Associate Librarian, Associate Senior Librarian, or Senior Librarian. Assignment of a librarian to a rank shall be based upon the tasks, responsibilities, and qualification requirements of the position held, and the experience, professional development, and scholarly and service achievements of the librarian. For all such appointments, the probationary period for continuous full-time service shall not exceed seven years. The satisfactory performance of job responsibilities shall be the primary requirement for the advancement of librarians to a higher rank. In addition, librarians seeking promotion should also demonstrate some scholarly and service accomplishments appropriate to the level of advancement.

6.6.2 Notice and precise terms of appointment, reappointment, non-reappointment, promotion, and tenure shall in each case be given to the individual concerned in writing by the appropriate library administrator at the time of initial appointment.

6.6.3 Appointments shall normally be from the beginning of the academic year. Any appointment made during a year between September 1 and December 31 shall be counted, for the purpose of entitlement to academic leave and as part of the probationary period of service, as commencing on September 1 of that year. An appointment made during a year on January 1 or thereafter shall not be counted for the purpose of entitlement to academic leave or as part of the probationary period of service until the start of the first full year of service.

6.6.4 Normally, initial appointments of librarians are at the Beginning Librarian, Assistant Librarian, or Associate Librarian ranks. The rank of initial appointment shall be

based upon the established criteria and depend upon the experience and qualifications of the individual and the nature of the position being filled.

6.6.5 Beginning Librarians shall be appointed for an initial term of one, two, or three years and may be reappointed for additional one or two-year terms for a maximum of four years. No person may gain tenure at the rank of Beginning Librarian. Time spent as a Beginning Librarian shall be counted as part of the probationary period of service leading to tenure.

6.6.6 Assistant Librarians shall be appointed for an initial term of either one, two, or three years and may be reappointed for additional terms of one, two, or three years to a maximum total of seven years of probationary service. No person may gain tenure at the rank of Assistant Librarian.

6.6.7 Associate Librarians shall be appointed for an initial term of either two or three years and may be reappointed for additional terms of two or three years. Service beyond seven years shall be accompanied by a grant of tenure.

6.6.8 Associate Senior Librarians shall be appointed for an initial term of either three or five years unless granted tenure upon recommendation of the Librarians' Reappointment, Promotion, and Tenure Committee. The reappointment of an Associate Senior Librarian at the expiration of an initial five-year or second three-year term shall be accompanied by a grant of tenure. Tenure also may be granted prior to the expiration of a term appointment. Promotions to the rank of Associate Senior Librarian or above shall be accompanied by a grant of tenure.

6.6.9 Senior Librarians shall be initially appointed with tenure unless otherwise stipulated at the time of appointment. Senior Librarians may, under special circumstances, be initially appointed for a term of three years without tenure. The reappointment of a Senior Librarian at the expiration of an initial three-year term shall be accompanied by a grant of tenure.

6.6.10 The probationary periods described above may be modified by the appointee's period of prior service as a professional librarian at another institution or a period of prior non-tenured service as a professional librarian at the University libraries. The matter of how such prior service shall be treated with respect to shortening the probationary period shall be discussed with the candidate prior to initial appointment and the credit, if any, which shall accrue because of such prior service shall be explicitly stated in

the letter of appointment.

6.6.11 Upon the expiration of a seven-year probationary period as defined above, a librarian either shall be terminated or shall be granted tenure. Tenure may be achieved only by grant of the Board of Trustees and only in accordance with criteria and procedures provided for in Article 7. After a librarian has been granted tenure, his or her service shall be terminated only for adequate cause, because of retirement, or because of elimination of a program, department, college, or library pursuant to Article 28, Retrenchment under Conditions of Financial Exigency, or to Article 29, Termination Because of Discontinuation of a Programs Department, College, or Library.

6.6.12 Notwithstanding the items included above, librarians who had received notification of their tenure (continuous appointment) prior to December 4, 1979, may continue to hold tenure at any rank.

6.6.13 The normal contract year for librarians shall be September 1 through August 31. Librarians who desire to be appointed on a ten (10) month [two (2) months leave without pay] basis rather than on a twelve-month basis shall make application in writing for the same to the Library Administrator by March 1 of the preceding academic year. The Library Administrator shall render a decision by June 1.

6.6.14 The conclusion of a binding agreement by a librarian to accept an appointment elsewhere shall be forwarded by prompt written notice to the appropriate library administrator. A librarian should not resign in order to accept other employment without giving written notice at least thirty (30) calendar days prior to leaving the employ of the University. It is recognized that emergencies will occur, and, in such event, the librarian may ask the Library Administrator to waive this requirement and the librarian should conform to his or her decision. This paragraph shall not apply to a librarian who has received notice of termination pursuant to Article 28, Retrenchment Under Conditions of Financial Exigency, or to Article 29, Termination Because of Discontinuation of a Program, Department, College, or Library.

6.6.15 Any librarian appointed with an unqualified title may be offered a qualified appointment only under the following circumstances:

6.6.15.1 Any librarian whose initial appointment to an unqualified title was for three years and who has

received notice of reappointment in the same title series may not be offered a qualified title before being reviewed for tenure based on the appropriate criteria according to the procedures described in Article 7.

6.6.15.2 Any librarian whose initial appointment to an unqualified title was for one year or two years and who has received notice of reappointment through the fourth year in the same title series may not be offered a qualified title before being reviewed for tenure based on the appropriate criteria according to procedures described in Article 7.

6.6.15.3 Any librarian whose initial appointment to an unqualified title was for five years may not be offered a qualified title before being reviewed for tenure based on the appropriate criteria according to the procedures described in Article 7.

6.6.15.4 Any other librarian whose initial appointment to an unqualified title was for one, two, or three years, and who has not received notice of reappointment through the fourth year, may be offered a qualified title without review for tenure.

6.6.15.5 The probationary period for any such librarian who accepts a qualified title under the terms of this subsection shall end upon acceptance of a qualified title appointment. The library administrator concerned shall give to each such librarian the notice required by Subsection 6.7.3 of this Article.

6.7 Rules and Principles Governing Appointments and Reappointments (Qualified Librarian Titles)

6.7.1 Qualified titles are those titles in the Field Service, Adjunct, Research, and Clinical series. Librarians with qualified titles do not have the right to request a review for tenure under any provision of this Agreement.

6.7.2 Persons employed by the University in connection with special grants or for other projects limited in time may receive University appointments, but they must be with qualified titles.

6.7.3 The appropriate library administrator shall give written notice to each person appointed to a qualified title, which will state that librarians serving under qualified titles do not have the right to be reviewed for tenure, and which shall also describe the precise terms of

the appointment offered and any conditions placed upon reappointment or promotion. Nothing contained in this Article shall affect the right of the Board of Trustees to grant tenure to any person whose value to the University merits such action.

ARTICLE 7

REAPPOINTMENT, PROMOTION, AND TENURE

7.1 Shared Responsibility for Awareness and Implementation

Within the first three months of a new faculty member's appointment to the University and annually thereafter, the appropriate academic unit head shall meet with each non-tenured faculty member to review (a) the provisions of this and related articles of the collective bargaining agreement, (b) the faculty member's prospective and actual performance, (c) his or her plans for continued professional growth, and (d) departmental and college reappointment, promotion, and tenure criteria and procedures. The unit head and the faculty member shall have a shared responsibility to ensure that such a meeting takes place. The annual meeting shall include a discussion of the faculty member's professional performance and a review of his or her career plans. Each meeting shall conclude with joint preparation of a written summary of the discussion. Either the unit head or the faculty member may indicate in writing any differing opinions about the content of the summary statement and such written opinion shall become part of the summary statement. These statements shall become part of the personnel file maintained by each unit and a copy of the statement shall be given to the faculty member. The same procedures shall be established in each library system for review of librarians holding probationary appointments.

7.2 Notification Requirements

7.2.1 Initial appointments, promotion to a higher rank, the granting of tenure, and retention at the same rank or termination of service at the expiration of terms of appointment or reappointment as set forth in Article 6 shall be determined by the Board upon recommendation of the President of the University, after the recommendations set forth in this agreement have been made. When the Board of Trustees promotes a person to a higher rank, it shall also grant indefinite tenure in the higher rank unless it provides otherwise in the terms of the promotion, even though the full probationary period for the previous rank may not have been

satisfied at the time of promotion; nothing contained in this sentence shall apply to the promotion of Instructors, Beginning Librarians, or Assistant Librarians.

7.3 Layered Responsibilities for Review

7.3.1 Recommendations about reappointment, promotion, and tenure, and the length of each reappointment shall be initiated by the department or comparable unit based upon criteria and procedures developed by the members of the department or comparable unit. These recommendations shall be forwarded by the department head or head of a comparable unit to the college reappointment, promotion, and tenure committee (or equivalent committee or dean); from the college reappointment, promotion, and tenure committee, or equivalent committee, to the dean or library administrator; and from the dean or library administrator to the appropriate Provost. At each level, the review committee or administrator shall assess the sufficiency of the dossier and the conformity of the review process to established criteria and procedures and may remand the dossier to the previous level of review for appropriate action.

7.3.2 Each department, non-departmentalized college, or library system shall publish the responsibilities of the department, college, or library system and the responsibilities of the candidate for developing dossiers. The department head, dean, or library administrator, as appropriate, shall be responsible for initiating and completing those parts of a candidate's dossier required by college, department, or library procedures and criteria (e.g., external reviews, administrative summaries of teaching evaluation, etc.) for which the candidate is not responsible in sufficient time to ensure a timely and fair evaluation of the candidate.

7.3.3 The dossier shall include evidence and evaluation of the candidate's qualifications as well as any other information or documentation deemed pertinent. Such information and documentation shall be provided to: the department reappointment, promotion, and tenure committee; the college reappointment, promotion, and tenure committee in non-departmentalized colleges; or the librarians' reappointment, promotion, and tenure committee by the date specified by the appropriate committee.

7.4 Review Process

7.4.1 Primary responsibility for the development of the dossier submitted for review lies with the candidate.

7.4.2 All information received and considered in making recommendations regarding reappointment, promotion, or tenure, at any level becomes part of the candidate's dossier. All material added or attached to a candidate's dossier after it leaves the candidate's hands shall be routinely copied to the candidate at the time said material is added or attached. The candidate may inspect the dossier in accordance with University policies on access to personnel files and must be given the opportunity to review and respond in writing to any material in or added to the file.

7.4.3 If new material bearing on the substance of a prospective decision becomes available during the review process, the candidate, unit head, dean, or library administrator may add such material to the dossier until the appropriate provost renders his/her recommendation. The candidate shall be provided with a copy of any information or document added to the dossier.

7.4.4 The candidate shall have the opportunity to review and respond in writing to the material within fourteen (14) calendar days following receipt of the copy.

7.4.5 All responses shall become part of the dossier. Any new material and any responses from the candidate shall be provided to all reappointment, promotion, and tenure committees and administrators who have participated in the review and made a recommendation.

7.4.6 It is understood that a department or other initiating-level recommendation shall be given serious consideration and that no committee or administrator shall make a different recommendation except for substantial reasons as stated in writing. When a review committee, a dean, a library administrator, or a higher administrative officer makes a recommendation contrary to the recommendation of the initiating unit, that unit shall be informed of such recommendation and reasons within fourteen (14) calendar days.

7.4.7 Copies of any written recommendation made at each step in the review process prior to the Board of Trustee's consideration shall be transmitted to candidates for reappointment, promotion, or tenure, simultaneously with transmittal of the dossier to the next level of review. Any negative recommendation must be accompanied by a written statement of reasons and must inform the candidate of his or her rights under the provisions of the contract.

7.4.8 A candidate shall be guaranteed the right to

reconsideration at the first level at which a negative recommendation occurs. Within fourteen (14) calendar days after receiving a copy of the recommendation, the candidate shall have the right to request a reconsideration of the negative recommendation and shall be able to submit substantive or procedural information which he or she believes may be important in such reconsideration. The candidate shall be informed of the result of the reconsideration within twenty (20) calendar days following submission of the request. When a candidate exercises this right to reconsideration, the review process shall be stayed at the level at which reconsideration is being requested. No further evaluation of or recommendations concerning the individual's candidacy shall be made until the requested reconsideration process has been completed. This restriction shall not prevent administrative action to meet the appropriate notice requirements of Subsection 7.4.10 herein.

7.4.9 Unless the candidate, within fourteen (14) calendar days after receipt of notification of a recommendation regarding reappointment, promotion, or tenure, provides written notification to the appropriate department head, dean, or library administrator of his or her decision to withdraw from candidacy, the process will continue.

7.4.10 Dossiers shall be prepared and ready for review according to the following schedule:

7.4.10.1 If the candidate has an initial one year appointment, then the dossier is due no later than January 1 of that year (December 1 in the College of Medicine); notice of the recommendation to the Board of Trustees is due to the candidate by March 1 of that year (March 15 in the College of Medicine), or at least 3 months in advance of the appointment's end date.

7.4.10.2 If the candidate is in the second year of service and the appointment ends in that academic year, then the dossier is due no later than October 1 of that year (September 15 in the College of Medicine); notice of the recommendation to the Board of Trustees is due to the candidate by December 15 of the second year (January 1 in the College of Medicine), or at least 6 months in advance of the appointment's end date.

7.4.10.3 If the candidate has an appointment of more than two years, then the dossier is due no later than March 1 of the appointment's penultimate year (same in the College of Medicine); notice of the recommendation to the Board of Trustees is due to the candidate by

September 1 of the penultimate year, or at least 12 months in advance of the appointment's end date.

7.4.11 A department, college, or library system may establish an earlier date for submission of dossiers at the first level. If any academic unit does establish an earlier date for submission of dossiers to the first level of review, then that earlier date must be communicated in writing to the Bargaining Unit members by the dean or library administrator. This written notice must be given six (6) months in advance of the earlier deadline date. In the case of Bargaining Unit members in the first year of their initial appointment, this information shall be communicated in writing at the beginning of that appointment.

ARTICLE 7

7.4.12 Below are review deadlines hereby established for all reappointment, promotion and tenure reviews:

REVIEW DEADLINES

REAPPOINTMENT

Latest Date for Submission of Dossier to First Level of Review	Dossier Submitted to Office of the Provost	Candidate Notified of Recommendation to the Board of Trustees
no later than January 1 (7.4.10.1)	February 1	March 1
no later than October 1 (7.4.10.2)	November 15	December 15
no later than March 1 (7.4.10.3)	May 1	September 1

TENURE

November 1	February 1	Minimum of 12 months in advance of expiration of probationary period

PROMOTION

November 1	February 1	Normally by June 15

Due to the large number of faculty personnel actions in the College of Medicine, the following table will apply only to that college:

REVIEW DEADLINES FOR COLLEGE OF MEDICINE

REAPPOINTMENT

Latest Date for Submission of Dossier to First Level of Review	Dossier Submitted to Office of the Provost	Candidate Notified of Recommendation to the Board of Trustees
no later than December 1 (7.4.10.1)	February 15	March 15
no later than September 15 (7.4.10.2)	December 1	January 1
no later than March 1 (7.4.10.3)	July 1	September 1

TENURE

November 1	May 1	Minimum of 12 months in advance of expiration of probationary period

PROMOTION

November 1	May 1	Normally by June 15

7.4.13 Any candidate for reappointment who also wishes to submit a request for promotion will submit the dossier on the appropriate reappointment schedule, as defined above.

7.5 Criteria and Procedures for Reappointment, Promotion, and Tenure

7.5.1 The reappointment, promotion, and tenure recommendations set forth in this Article shall be based upon criteria related to the responsibilities and functions of the academic unit or library system of which the individual is a member.

7.5.2 These criteria shall be established with the full

participation and approval of the members of the faculty within each unit and the librarians in the Bargaining Unit, but are subject to written approval by the appropriate college dean or library administrator, and by the appropriate provost. After such approval, academic recommendations at all levels of evaluation shall be based on such criteria. The recommendations and decisions of the Provosts, and the President, and the Board of Trustees, to the extent that they are concerned with academic performance, shall also be based on such academic criteria. In applying these criteria in individual cases, the committee, administrative officer, or Board of Trustees shall take into account the recommendations of the preceding committees or administrative officers, but may arrive at an independent recommendation based on the same criteria.

7.5.3 Academic performance based on such criteria shall be the only consideration in promotion cases. Academic performance based on such criteria shall be the only consideration in cases involving reappointment, or the granting of tenure, unless reappointment or tenure, is denied because of program needs or budget restraints.

7.5.4 While it is recognized that the existence of a budget restraint or a program need in a department may, of necessity, have an adverse impact on an individual Bargaining Unit member, the determination of the existence of a budget restraint or program need shall be independent of the academic review of an individual Bargaining Unit member for reappointment, or tenure.

7.5.5 In the event a provost determines that a budget restraint or program need exists for a department, the provost shall notify the department, the dean, and the AAUP. The dean and department head shall then work with the provost to ascertain if the budget restraint or program need can be resolved without having an adverse impact on an individual Bargaining Unit member. In this process, the department as a whole, after they have been supplied with documentation to demonstrate a budget restraint or program need, shall be consulted and their suggestions for resolution given full consideration.

7.5.6 If the budget restraint or program need can only be resolved by affecting an individual Bargaining Unit member, the member so affected shall be notified in writing, no later than fifteen (15) months prior to the effective date of the non-reappointment, that he or she will not be reappointed because of a program need or budget restraint. The notice shall state explicitly that the reasons for

non-reappointment are based on budget restraint or program need.

7.5.7 In order that the University can continue the progress achieved in affirmative action, the University's affirmative action policies shall be considered in making a decision concerning non-reappointment or denial of tenure for reasons of program need or budget restraint.

7.5.8 When a Bargaining Unit member is denied reappointment for other than academic reasons, his or her position may not be filled on a full-time basis for two (2) years, unless that position is first offered to the individual denied reappointment. However, the position may be filled on a part-time basis without regard to the two-year limit (1) if the position is first offered to the individual denied reappointment, and (2) if the part-time position accounts for no more than 50% of the full-time course load of the Bargaining Unit member denied reappointment. The Bargaining Unit member denied reappointment shall be given thirty (30) calendar days to accept or reject the full-time or part-time position. If the individual accepts, he or she shall have, with respect to any applicable probationary period, credit for the prior service.

7.5.9 In the event of changes in reappointment, promotion, or tenure criteria, recommendations shall demonstrate that, if a reasonable time has not elapsed to enable meeting the revised criteria requirements, consideration has been given to the criteria formerly in effect.

7.5.10 Departmental and college criteria used in reappointment, promotion, or tenure recommendations shall be communicated in writing to all faculty and librarians by the appropriate academic unit head and appropriate library administrator in a timely manner.

7.6 Rules of Committee Procedure

7.6.1 All reappointment, promotion, and tenure committees shall exist as standing committees.

7.6.2 Only full-time University faculty or librarians, or those granted full-faculty status or full-librarian status by the unit, and administrative officers named herein shall participate on the committees which make reappointment, promotion, or tenure recommendations.

7.6.3 The quorum necessary for voting shall be two-thirds of the members of a reappointment, promotion, and tenure

committee. Each member of a reappointment, promotion, and tenure committee shall have one vote.

7.6.4 Reappointment, Promotion, and Tenure Committees at the Academic Unit Level

7.6.4.1 Composition. Each academic unit's reappointment, promotion, and tenure committee shall be composed of members as defined in 7.6.2 above. Deans, associate deans, assistant deans, assistants to the dean, and academic unit heads may not serve on the committee. The chairperson of this committee shall be selected by the committee from its members. If a unit has fewer than four full-time tenured faculty members, it may by democratic means select additional committee members from full-time faculty of the college, or from related disciplines in other colleges of the University. If the committee membership has been supplemented, the chairperson must be a member of the unit. Beyond these requirements, the faculty of the unit shall decide by democratic means the committee's structure, size, and method of selection.

7.6.4.2 Committee Responsibilities. The committee shall forward to the college reappointment, promotion, and tenure committee or to the dean, through the unit head, the candidate's file and the unit's recommendation regarding reappointment, promotion, or tenure.

7.6.4.3 Academic Unit Head Responsibilities. The unit head shall submit an independent recommendation to the college reappointment, promotion, and tenure committee or to the dean.

7.6.5 College Reappointment, Promotion, and Tenure Committee

7.6.5.1 Composition. The reappointment, promotion, and tenure committee in a departmentalized college shall be composed of full-time faculty of the college, with no more than two (2) from any department, school, or division. Deans, associate deans, assistant deans, assistants to the dean, and academic unit heads may not serve on the committee. Aside from these restrictions, colleges shall determine by democratic means the structure, size, and method of selection of the committee.

7.6.5.2 In colleges which are not departmentalized, the reappointment, promotion, and tenure committee shall be composed of the faculty of the college, with the

exception of the dean, associate deans, assistant deans, and assistants to the dean. The committee shall select a chairperson from its members. Beyond these requirements, the committee shall decide by democratic means its structure, size, and method of selection.

7.6.5.3 College Committee Responsibilities. The Committee shall review and consider unit and academic unit head recommendations for reappointment, promotion, and tenure. The committee shall forward its recommendation and the candidate's file to the dean.

7.6.5.3.1 When the dean's recommendation differs from the college committee's, the dean shall provide an independent written recommendation. A dean is not required to write an independent recommendation when in agreement with the committee's recommendation, but a dean may choose to write such a statement.

7.6.5.4 Dean's Responsibilities. The dean shall submit an independent recommendation to the appropriate provost.

7.6.6 Librarians' Reappointment, Promotion, and Tenure Committee

7.6.6.1 Composition. The librarians shall have a reappointment, promotion, and tenure committee composed of full-time librarians in the Bargaining Unit with representation from at least two (2) library systems. Aside from these restrictions, the librarians shall determine by democratic means the structure, size, and method of selection of the committee.

7.6.6.2 Committee Responsibilities. The Committee shall make a recommendation about reappointment, promotion, or tenure based upon consideration of the candidate's dossier, the supervisor's recommendation, and other relevant documentation. It shall forward to the appropriate library administrator, the candidate's file and the committee's recommendation. When the appropriate library administrator is also the candidate's immediate supervisor, the candidate's file shall not contain a recommendation by the immediate supervisor as to reappointment, promotion, or tenure. The candidate's file shall contain the written evaluation prepared by the supervisor along

with the summary of the evaluation conference signed by both the candidate and the supervisor. The candidate may include a written statement in the file about the evaluation and the summary.

7.6.6.3 Appropriate Library Administrator's Responsibilities. The appropriate library administrator shall submit an independent recommendation to the provost.

7.7 These procedures are applicable to all academic units, colleges, and library systems.

7.8 Nothing herein contained shall prevent the more rapid advancement of persons of exceptional ability whose accomplishments and value to the University justify their earlier promotion or granting of tenure.

ARTICLE 8

GRIEVANCE PROCEDURE

8.1 General

8.1.1 A grievance is a complaint arising under and during the term of this agreement, including but not limited to alleged violations of academic freedom, sexual or racial discrimination, decisions not to promote, reappoint, or grant tenure, or other violations of this agreement but not termination for cause. The purpose of the grievance process is to provide a means of resolution within the University structure.

8.1.2 When a Bargaining Unit member believes that a matter may be grievable, she or he should contact the Office of the AAUP for clarification on the matter and help in defining the grievance.

8.1.3 Grievance procedures available to faculty members and librarians shall address issues of two kinds:

8.1.3.1 Type A. Those complaints regarding reappointment, promotion, and tenure processes of the University.

8.1.3.2 Type B. All other complaints which are grievable under the provisions of this agreement. Some Type B grievances shall be addressed through a process of mediation and grievance wherein the faculty member or

librarian must pursue mediated resolution of the dispute; only when mediation is unable to effect a resolution may a grievance be filed with the University Faculty Grievance Committee (UFGC).

8.1.4 The UFGC must hear any properly filed Type A or Type B grievance except as noted in Subsection 8.3.1.4. below.

8.1.5 In all Type A and B grievances the burden of proof rests with the grievant.

8.2 Type A: Grievances Respecting Reappointment, Promotion, and Tenure

8.2.1 Definition. A Type A grievance involves a decision not to reappoint, promote, or grant tenure to a Bargaining Unit member who alleges that:

8.2.1.1 Academic freedom violations are significantly connected with the decision; or

8.2.1.2 Procedures used in reaching the decision leading to the grievance were applied in an improper or discriminatory manner; or

8.2.1.3 A negative recommendation by a provost of the University has followed positive recommendations by the department and college or library system (including a positive recommendation by the dean) involved, and that such negative recommendation is arbitrary and capricious.

8.2.2 Procedures. The term "procedures" as used in this Article includes the requirements of Subsection 6.2 and 6.5 of Article 6, Appointments and of Article 7, Reappointment, Promotion, and Tenure as they apply to the faculty member or librarian under review, except that such term does not include the merit or lack of merit, or the weight or substantiality of the reasons, judgments, or substantive determinations of the President, provosts, library administrators, deans, college or department promotion and tenure committees or equivalent committees, or academic unit heads in any matter.

8.2.3 Grievance Process Type A

8.2.3.1. A Type A grievance may be filed only after the provost's negative recommendation has been made. In Type A grievances the Bargaining Unit member shall have

twenty-one (21) calendar days from the receipt of the provost's recommendation in which to file a grievance.

8.2.3.2. The Bargaining Unit member (grievant), as specified in Subsection 8.4.2.1, shall present the Grievance Form to the AAUP office with copies to the respondent(s), the UFGC chair, the appropriate provost, and dean. The UFGC shall conduct a hearing (see Subsection 8.4 of this Article) and formulate and transmit its written finding and recommendation to the President within sixty (60) calendar days of receipt of a grievance. (Should the Grievance Form be filed after May 15 but before July 1, the UFGC shall make its recommendation by September 30. For grievances filed in July and August, the UFGC shall make its recommendation by October 31.) Copies of the UFGC recommendation shall be sent to the grievant, the respondent(s), and all parties referenced at the beginning of this paragraph. The President shall respond in writing to the Committee's recommendation within thirty (30) calendar days of its receipt, if such recommendation is received by the President between September 1 and on or before June 1. If it is received by the President on or after June 2 and on or before August 31, the President shall act upon it within forty- five (45) calendar days.

8.2.3.3 If the President accepts the recommendation, the decision shall be implemented, and the case is deemed resolved at that point. If the President does not accept the Committee's recommendation, or if the President modifies that recommendation in any way, the President shall return it to the Committee with objections specified in writing. The Committee shall have ten (10) calendar days to consider the President's rejection or modification of its decision and to forward its written reply to the President. The President shall have ten (10) calendar days to make a final decision in the grievance and to inform the UFGC in writing.

8.2.3.4 While deliberating, the President may seek advice or counsel. It shall be considered improper, however, for any persons, on their own initiative, to approach the President on the matter.

8.2.4. Ad Hoc Review Committee

8.2.4.1 In cases involving tenure, after the holding of a full evidentiary hearing, the UFGC may at its discretion appoint an Ad Hoc Review Committee to conduct a substantive review. The UFGC shall, at the conclusion

of its evidentiary hearing, transmit in writing to the President its findings and its decision to create an Ad Hoc Review Committee. After informing the President, the UFGC shall have thirty (30) calendar days in which to formally appoint such a committee, with the concurrence of the appropriate dean. In the event the UFGC and the dean fail to concur, either party may request the good offices of the appropriate provost in securing an acceptable committee.

8.2.4.2 In forming the Ad Hoc Review Committee the UFGC should endeavor to assure representation by faculty members or librarians, either within the University or from outside the University, who are members of the grievant's own discipline. The Ad Hoc Review Committee shall consist of at least five (5) but no more than seven (7) members; it shall reach its decision by majority vote. The Ad Hoc Review Committee shall consider material in the grievant's dossier as presented to the Provost, and it shall have power to seek further evaluation of the candidate. The Ad Hoc Review Committee shall follow all relevant and appropriate criteria, procedures, and guidelines of the grievant's department and/or unit.

8.2.4.3 The Ad Hoc Review Committee shall, within sixty (60) calendar days of its formal appointment by the UFGC chair, make its recommendation to the President as to whether the grievant should be awarded tenure. The President, in considering the Ad Hoc Review Committee's recommendation, shall follow the guidelines and time limits stated in Section 8.2.3.2 above.

8.3 Type B: Matters Not Involving Reappointment, Promotion, or Tenure, or Termination for Cause

8.3.1 Definition. The following mediation and grievance process shall apply for any grievance on matters other than those involving reappointment, promotion, or tenure, or termination for cause. This jurisdiction shall include the following types of grievances:

8.3.1.1 claims of sexual or racial discrimination or harassment; or

8.3.1.2 grievances about disciplinary action against a Bargaining Unit member. These may include allegations that the procedures of Article 9, Disciplinary Hearings and Dismissal for Cause, were ignored or violated; or

8.3.1.3 grievances brought by the AAUP on behalf of a class of Bargaining Unit members; or

8.3.1.4 all other grievances that arise between a Bargaining Unit member and the Administration covered by this article not restricted by this Agreement. Grievances under this subsection shall be accepted unless one more than a majority of the UFGC members vote against it and the UFGC provides a written statement to the grievant explaining its refusal to consider the grievance. The grievant may seek reconsideration of such a decision by presenting new evidence to the Committee within thirty (30) calendar days from receipt of that decision.

8.3.2 Mediation Process Type B

8.3.2.1 Because it is in the interests of the AAUP and the University to resolve complaints prior to formal hearing, a mediation process must occur before a 8.3.1.3 or 8.3.1.4 Type B grievance can be filed for hearing before the UFGC. It is the responsibility of the Bargaining Unit member (complainant) to file for mediation with the appropriate AAUP representative or the appropriate college or provostal representative within thirty (30) calendar days of learning about the incident which gives rise to the complaint.

8.3.2.2. Filing for Mediation. To file for mediation, the Bargaining Unit member must contact the office of the AAUP, the office of the dean or office of the provost, as appropriate, to obtain a "Request for Mediation" form. The mediation process begins when the Bargaining Unit member signs and forwards the "Request for Mediation" form to the office of the dean or provost as appropriate within the thirty (30) calendar days specified above.

It is the intent of the parties to this agreement that all persons assigned mediation duties shall receive formal training in mediation processes.

8.3.2.3 Mediation Team (Collegiate). As needed, each college and the University libraries shall form mediation teams to assist the resolution of complaints involving bargaining unit members within the college or libraries and/or college or library administrators other than the dean. Each collegiate team shall consist of one member appointed by the AAUP and one member appointed by the University Contract Administrator. Any

member of a mediation team may serve on more than one mediation team.

8.3.2.4 Mediation Team (Provostal). As needed, each provostal area shall form mediation teams to assist the resolution of complaints involving Bargaining Unit members and/or administrators in different collegiate units, or involving a Bargaining Unit member and dean or central administrator. Each provostal team shall consist of one member appointed by the AAUP and one member appointed by the University Contract Administrator. Any member of a mediation team may serve on more than one mediation team.

8.3.2.5 Conduct of Mediation. Mediation teams shall have a period of thirty (30) calendar days, commencing with the filing of a "Request for Mediation Form", in which to effect a resolution between the complainant and the respondent. During that period, mediation team members shall have recourse to persons and information appropriate to speedy resolution. Mediation teams shall meet with the parties separately or in a group. If resolution occurs, both parties shall sign an agreement identifying the remedy. Beyond the "Request for Mediation" form, this signed agreement shall be the only written product of the mediation process. Any personal notations or other records kept by mediation teams shall be protected from review or examination in connection with any other processes internal to the University.

It is the responsibility of the complainant and the respondent to be available to meet, in person, with the mediation team members during the thirty day mediation period. A complainant who is not available to meet during the thirty day period, for the time deemed necessary by the mediation team members to reach resolution, relinquishes his or her right to a resolution through the mediation process. If the mediation process cannot be completed within the initial thirty days, extensions may be granted by the parties to the contract.

8.3.2.6 Implementation of Resolution. The dean's or provost's representative shall notify the dean or provost whether or not the complaint has been resolved. In the event that resolution requires some action by the dean or provost, there shall be a period of fifteen (15) calendar days available for initiating implementation. If implementation does not start within that period, or if the complaint is not resolved to the satisfaction of

the complainant, within fifteen (15) calendar days or the time period stated in the agreement, the complainant shall have ten (10) calendar days in which to file a written grievance identifying the contract violation and the remedy sought.

8.3.3 The grievance process for Type B grievances shall be the same as that specified in Subsection 8.2.3 for Type A grievances with the following exception: For Type B grievances, before the UFGC decides to hold a hearing, the AAUP contract compliance committee must provide its official endorsement of the complaint. The lack of endorsement shall not prohibit the grievant from pursuing a hearing by the UFGC.

8.4 Grievance Hearing Type A and Type B

8.4.1 Filing a Grievance

In a Type A grievance or in a Type B grievance where the mediation process has failed to resolve the complaint, the Bargaining Unit member may file a grievance. Within the time limits specified in Subsection 8.2.3.1 (for Type A) and 8.3.2.5 (for Type B), the grievant must submit a "UFGC Grievance Form". That form must be obtained from the AAUP Office.

8.4.2 Hearing Statements

8.4.2.1 Grievant. Within twenty-one (21) calendar days of filing the Grievance Form, the Grievant must submit to the Respondent, the UFGC, and other parties listed on the Grievance Form a hearing statement, or brief. This statement should:

(a) incorporate the information contained in the Grievance Form;

(b) outline the nature and basis for the Grievance;

(c) summarize the issues, the supporting facts, and the relief requested; and

(d) include copies of relevant documents or other supporting materials.

8.4.2.2 Respondent. Within fourteen (14) calendar days of receipt of the Grievant's statement, the Respondent(s) must submit a hearing statement, or brief, responding to each issue addressed in the Grievant's

hearing statement and providing relevant documents and other supporting materials to the Grievant, the UFGC, and other parties listed on the Grievance Form.

8.4.2.3 Since the burden of proof rests on the Grievant, at or before the hearing the Grievant may submit additional materials and documentation responding to specific issues in the Respondent's hearing statement.

8.4.3 Committee Procedure

8.4.3.1 The UFGC shall hold a full evidentiary hearing on each grievance after receipt and acceptance of the grievance in writing.

8.4.3.2 The UFGC may appoint a fact-finding panel to gather such information as the committee feels may be of assistance in preparing for a hearing.

8.4.3.3 Before the hearing by the UFGC the Chairperson of the UFGC should consult with the AAUP or other representative of the Grievant and the representative of the Respondent to set a date for the grievance hearing.

8.4.3.4 Five members of the UFGC, including one non-tenured member, shall constitute a quorum.

8.4.3.5 The Committee shall take and file a written transcript or tape recording of their proceedings.

8.4.3.6 The Grievant and Respondent must be present at the hearing.

8.4.3.7 Grievants and Respondents are entitled to representation and are entitled to present and cross-examine witnesses.

8.4.3.8 A copy of the Committee's finding and recommendations shall be kept in the Committee's files, and additional copies shall be transmitted to all parties listed on the Grievance Form.

8.5 University Faculty Grievance Committee (UFGC)

The University Faculty Grievance Committee, advisory to the President, shall be composed of ten Bargaining Unit members. The UFGC elected membership shall include:

1) One member from each of the following categories:
   - east campus professional colleges (Medicine, Nursing, Pharmacy)
   - two-year colleges (Clermont College, Raymond Walters College, University College)
   - Arts and Sciences
   - Libraries
2) Two members from west campus professional colleges (CAS, CBA, CCM, DAAP, Education, Engineering, Law, Social Work)
3) Two untenured at large members
4) Two tenured at large members

The UFGC shall be available to hear grievances specified in this Article and will be responsible for conducting Dismissal for Cause hearings as specified in Article 9.

8.5.1. Nominations for membership on the UFGC shall be made by the Faculty Senate, which shall be obligated to include names of any Bargaining Unit member who has been nominated by a petition supported by twenty-five (25) Bargaining Unit member signatures. The list of nominees shall be disseminated to the faculty prior to the May meeting of the University Faculty. Additional nominations may be made from the floor at the meeting. Members of the UFGC shall be elected by secret ballot of the University Faculty. This election shall be conducted at a single polling place in each college or library system on a day designated by the Chairperson of the Faculty as soon as practicable after the May meeting.

8.5.2 The term of office of UFGC members shall be two (2) years. Any vacancy in the membership of the UFGC caused by death, resignation, or by other reasons shall be filled by appointment by the Chairperson of the Faculty Senate until the next May University Faculty meeting. After two (2) consecutive terms on the UFGC, a member may not serve another term until after an interval of two (2) years.

8.5.3 The UFGC shall elect its own Chairperson and Vice-Chairperson who shall serve for terms of one (1) year. UFGC officers may succeed themselves. Either officer may chair a grievance hearing. The Committee shall prepare its own agenda in accordance with procedures established in this Agreement. Hearings may proceed as long as at least a quorum is present.

8.5.4 The UFGC file on each case shall include copies of all correspondence pertaining to it, the tape and/or transcript of the hearing, the UFGC recommendation on the case, the findings of any ad hoc committee, and the President's disposition. The UFGC file shall be kept in the office of the

Faculty Senate.

8.5.5 In concordance with the provisions of Article 23 released time credit hours shall be made available to the UFGC. At the discretion of the Chair of the Committee, released time payments, at a rate equivalent to the cost of overload for a full professor, may be used to pay for up to a halftime Secretary I for the support of the Committee.

8.6 Rights of the AAUP and Administration

The AAUP office and the appropriate provost's office shall be notified in advance of all formal steps of the grievance procedure herein described and shall promptly receive copies of all correspondence regarding the grievance including the decisions on all grievances. Such decisions shall contain a statement of all issues as well as a statement on the resolution of the matter. The AAUP and the appropriate provost shall also have the right to be present or to designate a representative to be present at all hearings and at all meetings between the Grievant and the Respondent, except where the Grievant objects. If agreed to by the Grievant, the AAUP may represent the Grievant before the UFGC. No settlement of a grievance may violate any provision of this Agreement.

8.7 Limitations

The procedures and time limits set forth in this Article must be followed in order for a Bargaining Unit member to avail himself or herself of the grievance procedure. The failure to observe the appropriate time limits shall be deemed a waiver or resolution of the grievance. Any time limit may be extended by mutual agreement in writing between the AAUP and the University Contract Administrator.

ARTICLE 9

DISCIPLINARY HEARING AND DISMISSAL FOR CAUSE

Unfortunately, there are occasions when a faculty member or librarian engages in an activity or behaves in a manner which appears to be a violation of University Rules or standards of professional conduct including standards of non-discrimination. The nature of the activity or behavior will warrant the appropriate action by the University.

9.1 Informal Resolution

9.1.1 Any complaint against a faculty member or librarian

will be referred to the appropriate dean or library administrator. If upon investigation the dean or library administrator determines that the complaint may have merit, he or she will notify the faculty member or librarian. Within fourteen (14) calendar days the dean or library administrator shall attempt to resolve the complaint informally, either by dismissal of the complaint and destruction of any record maintained or by taking appropriate disciplinary action acceptable to the faculty member or librarian involved. The AAUP shall be informed of the informal resolution of a complaint.

9.1.2 If any record of a complaint is retained in the college or departmental office, the faculty member or librarian shall be notified of such record.

9.1.3 If the dean or library administrator determines that informal resolution is not possible and that the complaint should be heard, he or she shall, within thirty (30) calendar days, appoint a Disciplinary Hearing Committee.

9.2 Disciplinary Hearing

9.2.1 Committee

The dean or library administrator shall appoint a Disciplinary Hearing Committee comprised of at least three persons, at least two of whom shall be faculty members or librarians, and designate one of the three as chairperson. Within thirty (30) calendar days of its appointment, the committee shall hold a hearing to determine if there has been a violation of University Rules or standards of professional conduct and submit its record and recommendations to the dean or library administrator.

9.2.2 Hearing Notice

The appropriate provost shall provide the faculty member or librarian a written notice of the scheduled hearing and a copy of the complaint at least fourteen (14) calendar days prior to the date of the hearing. The notice should state the specific charges and the date, time, and place of the disciplinary hearing. The notice will include an explanation of the rights available to the faculty member or librarian. A copy of the notice shall be sent to the AAUP.

9.2.3 Conduct of the Hearing

At the Disciplinary Hearing the complaint shall be presented by a representative of the appropriate provost. Other

procedures employed at the hearing shall be within the discretion of the Committee but shall in any case ensure that the rights of the faculty member or librarian and the complainant are protected. The report and recommendations of the Disciplinary Hearing Committee shall be forwarded to the dean or the library administrator and copied to the appropriate Provost and to the AAUP.

9.2.4 Authority

Upon review of the Disciplinary Hearing Committee's report and recommendations, the dean or library administrator shall have the authority to:

9.2.4.1 direct that, on the basis of the evidence heard, the complaint be dismissed and that no record of the proceeding be placed in the faculty member's or librarian's personnel file;

9.2.4.2 issue a written or oral warning to the faculty member or librarian;

9.2.4.3 formally reprimand the faculty member or librarian, and place a copy of the reprimand in the individual's file;

9.2.4.4 recommend to the President, through the appropriate provost, other disciplinary actions, including but not limited to: suspension with pay for a specific time not to exceed one academic quarter, or suspension without pay for a maximum of one academic quarter; or

9.2.4.5 recommend to the President, through the appropriate provost, that Dismissal for Cause procedures be initiated against the faculty member or librarian.

9.2.4.6 Within fourteen (14) calendar days of receipt of the Committee Report the dean or library administrator shall, in writing, notify the faculty member or librarian, the AAUP, and the appropriate provost of the action taken.

9.2.5 Rights of the Faculty Member or Librarian

9.2.5.1 The faculty member or librarian shall have the right:

a. to receive written notice of the specific charges at least fourteen (14) calendar days prior

to a scheduled hearing; and

b. to representation at informal and formal meetings and hearings.

9.2.5.2 As part of the notice of the scheduled hearing the faculty member or librarian shall be apprised in writing of the following rights:

a. the right to know the range and severity of possible disciplinary actions and the duration of any actions that might be taken;

b. the right to appeal;

c. the right to file a grievance with the UFGC under the provisions of Article 8, which right, however, shall not apply to a recommendation that Dismissal for Cause proceedings be initiated; and

d. the right of the AAUP to have an observer attend the hearing.

9.2.6 Appeal

The faculty member or librarian shall have the right to appeal a disciplinary action to the President. Such appeal shall be submitted in writing to the President within seven (7) calendar days of receipt of the notice from the dean or library administrator. The President shall act on the matter within fifteen (15) calendar days. Nothing herein affects the right of the faculty member or librarian to file a grievance as prescribed in Article 8 of this Agreement.

9.3 Dismissal for Cause

9.3.1 After a faculty member or librarian has been granted indefinite tenure, his or her service shall be terminated by the University only for adequate cause, except in the case of retirement, resignation, or because of financial exigency declared by the Board of Trustees pursuant to Article 28, Retrenchment Under Conditions of Financial Exigency, or because of elimination of a program, department, or college pursuant to Article 29, Termination Because of Discontinuation of a Program, Department, College, or Library.

9.3.2 Adequate cause will be related directly and substantially to the fitness of a faculty member or librarian in his or her professional capacity, and limited to serious

professional misconduct, gross neglect of professional duties, incompetence, or moral turpitude.

9.3.3 Suspension of the Bargaining Unit member during the proceedings involving him or her is justified only if immediate harm to himself or others is threatened by his or her continuance. Unless legal considerations forbid, any such suspension should be with pay.

9.3.4 Procedures in Cases of Dismissal for Cause

The following provisions, closely modeled on the 1958 Statement on Procedural Safeguards in Faculty Dismissal Proceedings, shall apply in all cases where adequate cause as defined above has been alleged and where such allegations may lead to the dismissal of a Bargaining Unit member during a term appointment or at any time during a tenured appointment.

9.3.4.1 Initial Notice. When reason arises to question the fitness of a Bargaining Unit member who has tenure or whose term of appointment has not expired, the appropriate administrative officer ordinarily shall discuss the matter with the Bargaining Unit member in a personal conference. The matter may be terminated by mutual consent at this point, but if an adjustment does not result, the President will refer the matter to the UFGC and so inform the faculty member or librarian.

9.3.4.2 Ad Hoc Committee. Upon receiving the notice of the matter from the President, the UFGC shall appoint an ad hoc committee of no more than seven members. This ad hoc committee shall informally inquire into the matter to effect an adjustment if possible and, if none is effected, determine whether in its view formal proceedings for dismissal should be instituted.

9.3.4.3 Formal Proceedings. If the ad hoc committee recommends that formal proceedings should be begun, or if the President, even after considering a recommendation of the committee favorable to the Bargaining Unit member, expresses his or her conviction that a formal proceeding should be undertaken, such proceeding should be commenced.

9.3.4.3.1 Except where there is disagreement, a statement with reasonable particularity of the grounds proposed for the dismissal shall be jointly formulated by the President and the ad hoc committee; if there is disagreement, the President or the President's representative shall formulate

the statement.

9.3.4.3.2 The President shall provide the Bargaining Unit member, by certified mail, with the statement of grounds for dismissal. This notice shall also inform the Bargaining Unit member of his or her rights under the contract and shall contain notice of a hearing to be held at a specified time and place. The Bargaining Unit member should at the same time receive a copy of the rules of procedure for the hearing. The scheduling of the hearing should afford the Bargaining Unit member sufficient time to prepare a rebuttal to the charges indicated in the statement.

9.3.4.3.3 The UFGC shall conduct the hearing under its normal rules unless the President, the AAUP, and the Bargaining Unit member agree to amend them. In such cases, the rules, as amended, should closely adhere to the recommended guidelines for committee proceedings in the 1958 Statement. As in other hearings before the UFGC, the AAUP has the right to have a representative present.

9.3.4.3.4 In the hearing, the burden of proof that adequate cause exists rests with the University and will be satisfied only by clear and convincing evidence in the record considered as a whole.

9.3.4.3.5 Following the hearing and the UFGC's deliberations, the process shall proceed in accordance with Step 6 in the 1958 Statement.

ARTICLE 10

COMPENSATION

10.1 Salary Adjustment for 1989-90

10.1.1 Across-the-Board Increase

Each member of the Bargaining Unit who was a member of the Bargaining Unit on June 30, 1989, shall receive a salary increase for the period September 1, 1989 to August 31, 1990 in accordance with the following schedule:

Effective September 1, 1989:

5.0% of 1988-89 base salary plus $458 ($558 for 11

month contracts)

10.1.2 Promotional Increase

Each Bargaining Unit member receiving a promotion effective in 1989-90 shall receive, effective September 1, 1989, an additional increase of two thousand dollars ($2000) or ten percent (10%) of his or her 1988-89 base salary, whichever amount is larger. This promotion increase shall follow determination of minimum salaries for the particular academic rank provided in Article 12, Minimum Salaries.

10.2 Salary Adjustments for 1990-91

10.2.1 Across-the-Board Increase

Each member of the Bargaining Unit who was a member of the Bargaining Unit on June 30, 1990, shall receive a salary increase for the period September 1, 1990 to August 31, 1991 in accordance with the following schedule:

Effective September 1, 1990:

4.0% of 1989-90 base salary plus $487. ($594 for 11 month contracts)

10.2.2 Promotional Increase

Each Bargaining Unit member receiving a promotion effective in 1990-91 shall receive, effective September 1, 1990, an additional increase of two thousand dollars ($2000) or ten percent (10%) of his or her 1989-90 base salary, whichever amount is larger.

10.3 Salary Adjustments for 1991-92

10.3.1 Across-the-Board Increase

Each member of the Bargaining Unit who was a member of the Bargaining Unit on June 30, 1991, shall receive a salary increase for the period September 1, 1991 to August 31, 1992 in accordance with the following schedule:

Effective September 1, 1991:

4.0% of 1990-91 base salary plus $512. ($624 for 11 month contracts)

10.3.2 Promotional Increase

Each Bargaining Unit member receiving a promotion effective in 1991-92 shall receive, effective September 1, 1991, an additional increase of two thousand dollars ($2000) or ten percent (10%) of his or her 1990-91 base salary, whichever amount is larger.

10.4 Part-time Salary Adjustments

Members of the Bargaining Unit who are part-time and otherwise qualify for the increases described above, will have their portion of the dollar amount increase (not the percentage increase) adjusted to be equivalent to the percentage of their working time as stated on their Personnel Action Form (PAF) on September 1, 1989, 1990, 1991. Promotional increases shall be calculated on the same basis as full-time bargaining unit members.

ARTICLE 11

COLLEGE OF MEDICINE COMPENSATION

11.1 The AAUP recognizes that certain portions of the compensation now paid to faculty at the College of Medicine represents compensation for clinical or medical services rather than for academic work.

11.2 The AAUP recognizes that the compensation of these members of the bargaining unit for clinical or medical services shall not be subject to negotiation with the University.

11.3 The University agrees that the portion of the compensation paid to faculty at the College of Medicine which represents compensation for academic work, shall be subject to negotiation with the AAUP.

11.4 This article is intended to clarify the distinction between compensation for clinical or medical services and compensation for academic work.

11.5 For purposes of this article, "Clinical Compensation", shall mean that portion of a clinical faculty member's compensation derived from a clinical practice plan, or from other sources, paid in return for clinical or other medical services provided by such faculty member.

11.6 For purposes of this article, the term "Clinical Faculty", shall mean those bargaining unit members in the College of Medicine who are full-time University faculty and who derive compensation from a clinical practice plan, or from other sources, that pay such faculty member for clinical or other health care

services.

11.7 For purposes of this article, "Basic Academic Salary", shall be a benchmark by which actual academic salary is adjusted and shall be determined annually for each member of the clinical faculty at the College of Medicine, and shall be the average of salaries of the basic science faculty members of the College at the same rank. For purposes of this definition, basic science faculty are those faculty members in the Departments of Anatomy, Physiology, Molecular Genetics, and Pharmacology. During the first year of this contract, the first year basic academic salary will be calculated based on the average basic science faculty salaries on July 1, 1989. This definition may be changed for the second and third years of this contract by the joint AAUP/ Administration College of Medicine Committee (see Memorandum of Understanding #5) which may take into consideration the years of service of faculty members at a particular rank.

The College of Medicine annually shall calculate basic academic salary for clinical faculty members, using the formula described above. Such calculation shall be submitted to the AAUP for review by September 1 of each academic year. Subsequent to AAUP review the basic academic salary calculations shall be distributed to affected clinical faculty members in the College of Medicine.

11.8 For the purposes of this article, "Actual Academic Salary" is the clinical faculty member's salary indicated on the Personnel Action Form (PAF) as of July 1, of each year, excluding administrative stipends, extra service compensation, temporary work level adjustments, and salary derived from practice plan contribution accounts (PPC accounts). Actual academic salary may be higher or lower than basic academic salary.

11.9 The minimum compensation to which a College of Medicine clinical faculty member is entitled annually until the completion of his or her contract term or tenure, regardless of clinical duties, is the basic academic salary. If a clinical faculty member's compensation from a clinical practice plan is reduced so that his/her total compensation from both his/her University paycheck and his/her clinical practice plan is less during a contract year than his/her basic academic salary, then such faculty member shall receive from the University additional compensation to assure the receipt of total compensation equal to the basic academic salary during that contract year.

11.10 Salary adjustments negotiated by the AAUP shall be applied to the salaries of clinical faculty members as follows:

11.10.1 Actual academic salary, if it is less than the faculty member's basic academic salary, shall be adjusted by

the same percentage or dollar amount applied to the salaries of all Bargaining Unit members.

11.10.2 Actual academic salary which equals or exceeds the basic academic salary shall be adjusted by an amount equal to the result of the application of the negotiated salary adjustment to the faculty member's basic academic salary.

11.11 College of Medicine faculty members shall be afforded all the protections of the Agreement between the parties in regard to all matters affecting basic and actual academic salary, hours, terms, and conditions of their members' academic employment.

11.12 Employment decisions arising out of medical or clinical activity shall not be covered by the Agreement between the parties, and shall not adversely affect academic status. Nothing herein shall restrict the rights of the University to take action against a Bargaining Unit member in his/her academic position where medical or clinical activities affect or relate to qualifications for his or her academic position. However, any actions taken with respect to a Bargaining Unit member's academic position must be taken in full conformance with his/her rights under this contract.

11.13 The AAUP and the University shall establish an internal and neutral review process to consider appeals by faculty members concerning the calculation of their basic academic salary. No further appeal may be made concerning the creation of a basic academic salary, or the other terms of this article of the contract.

ARTICLE 12

MINIMUM SALARIES

12.1 Each member of the Bargaining Unit who was a member of the Bargaining Unit on June 30, 1989, shall, as of September 1, 1989, be raised to the minimum salaries indicated below, on top of which any across-the-board, merit, and promotion increases shall be added. The minimum base salary, effective September 1, 1989, for all members of the Bargaining Unit shall be as follows:

Professor	$34,100	Senior Librarian	$34,100
Assoc. Professor	$27,700	Assoc.Sr. Librarian	$29,600
Ass't. Professor	$22,800	Assoc. Librarian	$26,600
Instructor	$19,500	Ass't. Librarian	$22,600
		Beg. Librarian	$19,500

12.2 The minimum base salary, effective September 1, 1990, for all members of the Bargaining Unit shall be as follows:

Professor	$35,805	Senior Librarian	$35,805
Assoc. Professor	$29,085	Assoc.Sr. Librarian	$31,080
Ass't. Professor	$23,940	Assoc. Librarian	$27,930
Instructor	$20,475	Ass't. Librarian	$23,730
		Beg. Librarian	$20,475

12.3 The minimum base salary, effective September 1, 1991, for all members of the Bargaining Unit shall be as follows:

Professor	$37,595	Senior Librarian	$37,595
Assoc. Professor	$30,540	Assoc.Sr. Librarian	$32,635
Ass't. Professor	$25,140	Assoc. Librarian	$29,325
Instructor	$21,500	Ass't. Librarian	$24,915
		Beg. Librarian	$21,500

12.4 The minima defined in this Article shall not apply to part-time Bargaining Unit members.

ARTICLE 13

OVERLOADS, EXTRA COMPENSATION

13.1 Overload teaching shall be permitted only in emergency situations. Effective September 1, 1989, extra payment for overload teaching will be paid in accordance with the following schedule.

Rank	Per Credit Hour Per Quarter
Professor	$395
Associate Professor	$385
Assistant Professor	$375
Instructor	$365

ARTICLE 14

ACADEMIC UNIT HEAD COMPENSATION

14.1 Compensation for Academic Unit Heads shall be based on their academic year base salary. That base salary shall be supplemented by an annual stipend for administrative duties in the range of $2,000 to $6,000, as recommended by the dean and approved by the appropriate provost, based upon the criteria developed pursuant to the "Academic Unit Head Stipend Criteria" Memorandum of Understanding (1986-1989 Agreement). That base salary shall be supplemented by a 2/9 supplement for full summer responsibility, 1/9 supplement for partial summer responsibility, or no supplement

for no summer responsibility as recommended by the dean and approved by the appropriate provost.

14.2 The specific amount of stipend or supplement decided upon in individual cases under the provisions of this Article shall not be subject to Article 8, Grievance Procedure.

ARTICLE 15

ADDITIONAL COMPENSATION

15.1 In the event that the Administration wishes to make salary or fringe benefit adjustments which are more favorable than those called for in this Agreement to any individual member of the Bargaining Unit for purposes of matching a bona fide offer from a rival institution, of correcting inequities not otherwise dealt with in this Agreement, or of rewarding outstanding professional contributions, it is free to do so. Care will be taken to insure that such professional contributions are clearly above and beyond those typically recognized through a merit increase program. When such individual adjustments are made, the Administration shall inform the AAUP of the adjustments thirty (30) calendar days before they are implemented, and shall state the reasons with the specific documentation leading to the adjustment. In any one fiscal year the total dollar value of such awards shall not exceed one-half percent (.5%) of the Bargaining Unit member salary base, except that documented bona fide offers shall be an exception should the one-half percent (.5%) cap be reached. Adjustments made under this Article shall come from the reallocation of funds and shall not decrease the amounts available to other members of the Bargaining Unit as provided for by the provisions of this Agreement.

ARTICLE 16

MEDICAL, DENTAL, LIFE and DISABILITY INSURANCE

16.1 The University shall provide for Bargaining Unit members the Choice Benefits Plan - authorized under Section 125 of the Internal Revenue Code and subject to all federal, state and local tax laws and any changes which may occur therein. Wherever "pre-tax contributions" are specified, they are currently not subject to federal and state taxes but may be subject to city income tax.

An open enrollment period will be held annually for four weeks in the middle of the fall quarter, during which Bargaining Unit members may revise their elections for the coming year. However, a Bargaining Unit member may revise his/her election upon a change

of family status as provided under the plan and federal law. Bargaining Unit members must make family status changes within thirty (30) days of the event for coverage to be effective as of the date of the family status change. Coverages are effective the first of the month coincident with an appointment.

Not later than ten days prior to the expiration of the open enrollment period, each Bargaining Unit member who has not completed an election form will be notified by letter that he/she will automatically be placed in the default plans, if the form is not completed and returned by the end of the enrollment period. The default plans are described in subsections 16.2.5, 16.3.4, and 16.4.2.

16.2 Medical Insurance

Bargaining Unit members may select any one of the four (4) following Health Insurance Plans:

A. Comprehensive Medical Plan
B. Catastrophic Plan
C. Preferred Provider Organization
D. Health Maintenance Organization

Bargaining Unit members may enroll in single medical insurance coverage or family coverage (employee + 1 dependent, or employee + 2 or more dependents). Eligible family members include spouse and unmarried dependent children to age 25.

16.2.1 Comprehensive Medical Plan (CMP)

The Comprehensive Medical Plan, Option A, provides benefits for treatment of illness or injury equivalent to the current CMP except as detailed below.

All Services will have an annual deductible of $200 per person and $400 per family beyond which the plan pays 90% of the eligible expenses and the participant 10%. The out-of-pocket limit for a single contract is $700 including the deductible. The out-of-pocket limit for a family is $1400 including the deductible. Once the out-of-pocket limit is reached, the plan pays 100% of expenses for the rest of the calendar year. The plan covers prescription drugs with a $2.00 co-payment for each generic prescription and a $4.00 co-payment for each non-generic prescription. Outpatient psychiatric coverage provides up to $40.00 per visit with an annual maximum of $2,500. In-patient psychiatric coverage is provided up to a total of $10,000, or 80% of the charges incurred in a 30 day period, whichever occurs first. Cost containment features of the plan include: pre-admission

review, second surgical opinion, mandatory outpatient surgery, and long-term case management.

16.2.2 Catastrophic Medical Plan (Plan 1000)

The Catastrophic Medical Plan, Option B, is designed for Bargaining Unit members with other medical coverage, such as through a spouse's plan. The Catastrophic Plan has a deductible of $1,000 per person and $2,000 per family per calendar year. Once the deductible has been met, the plan pays 80% of eligible expenses and the participant pays 20% up to an out-of-pocket limit of $5,000 per person and $10,000 per family including the deductible. Once the out-of-pocket limit is reached, the plan pays 100% of eligible expenses for the rest of the calendar year.

If the Bargaining Unit member chooses the Catastrophic Medical Plan, a monthly credit of not less than $20 will be given which may be received as cash in the paycheck by the Bargaining Unit member or may be applied to the cost of other benefits.

16.2.3 Preferred Provider Organization (PPO)

The Preferred Provider Organization, Option C, distinguishes between network and non-network providers with network providers having contracts with the PPO. PPO services are at least equivalent to those provided by the current PPO. However, the participant may elect to use non-network providers, in which case a deductible of $200 per person and $400 per family applies. Once the deductible is met, the plan pays 70% and the participant pays 30% of eligible non-network expenses to an out-of-pocket limit, including the deductible, of $1100 per person and $2200 per family each calendar year; prescription drugs are covered with a $2.00 copayment for each generic prescription and a $4.00 copayment for each non-generic prescription.

16.2.4 Health Maintenance Organization (HMO)

The Health Maintenance Organization, Option D, covers preventive care as well as treatment of illness or injury. An HMO has contracts with a network of providers and the participant must use HMO providers for all non-emergency situations in order for the services to be covered expenses. Prescription drugs are covered with a copayment of $3.00 per prescription at pharmacies specified by the Plan.

16.2.5 If the Bargaining Unit member does not select a Plan by the enrollment deadline, the Bargaining Unit member will

be enrolled in the default plan -- Preferred Provider Organization, single coverage.

16.3 Dental Insurance

Bargaining Unit members may select any one of the three (3) following Dental Insurance Plans:

Option A
Option B
Option Z

Dental Insurance Plan coverages are available for an individual employee or family (employee + 1 dependent, or employee + 2 or more dependents). Eligible family members include spouse and unmarried dependent children under age 19. Unmarried children between 19 and 25 are eligible dependents if they are full-time students.

16.3.1 Option A

All services are subject to an annual deductible of $25 per person and $75 per family. After paying the deductible, the plan provides usual, customary, and reasonable (UCR) coverage at 100% for preventive, diagnostic, and restorative services and 80% for major services. Orthodontia is not covered.

16.3.2 Option B

All services are subject to an annual deductible of $25 per person and $75 per family. After paying the deductible, the plan provides usual, customary, and reasonable (UCR) coverage at 100% for preventive, diagnostic, and restorative services and 80% for major services. Orthodontia is covered for unmarried dependent children under age 19 at 50% of covered services up to a lifetime maximum of $1000 per person. The orthodontia coverage is provided at cost on a pre-tax basis. If a Bargaining Unit member does not elect Option B when first available, there is a two (2) year waiting period for orthodontia benefits.

16.3.3 Option Z

Bargaining Unit members may elect to waive dental coverage and receive a monthly credit of no less than $18.00, which may be received as cash in the paycheck or may be applied to the cost of other benefits.

16.3.4 If the Bargaining Unit member does not select a Plan by the enrollment deadline, the Bargaining Unit member will

be enrolled in the default Plan A, single coverage.

16.4 Life Insurance

Bargaining Unit members may select any of the eight (8) Life Insurance Plan options to cover themselves only.

Option 1 - 1 times annual base salary

Option 2 - 2 times annual base salary

Option 3 - 3 times annual base salary

Option 4 - 4 times annual base salary

Option 5 - 5 times annual base salary

Option 6 - 6 times annual base salary

Option 7 - $5,000

Option 8 - $50,000

16.4.1 The University will contribute toward life insurance coverage a monthly amount equal to the Bargaining Unit member's monthly premium cost for Option 1. Should the Bargaining Unit member select a more costly option, the Bargaining Unit member will be required to contribute the excess premium cost by salary reduction. Bargaining Unit members selecting Option 7 will receive a credit equal to the difference between the premium costs for Options 1 and 7. Evidence of insurability is required only for insurance amounts in excess of two times annual base salary.

16.4.2 If the Bargaining Unit member does not select an Option by the enrollment deadline, the Bargaining Unit member will be enrolled in the default option -- Option 1, one (1) times annual base salary.

16.5 Family Life Insurance

A Bargaining Unit member may purchase life insurance coverage for spouse and children in the amounts stated below, not to exceed 50% of the employee's coverage:

Insurance for Spouse	Insurance for Children
Option A - $ 5,000	Option A - $ 2,000
Option B - $10,000	Option B - $ 5,000
Option Z - No coverage	Option Z - No Coverage

16.6 Personal Accident Insurance

A Bargaining Unit member may purchase Accidental Death or Dismemberment Insurance (either single or family coverage) in the amounts stated below:

Option A - $ 50,000
Option B - $100,000
Option C - $150,000
Option Z - No coverage

Spousal coverage is equal to 50% of the employee's coverage. Coverage for dependent children is equal to 10% of the employee's coverage.

16.7 Long-term Disability Insurance

Bargaining Unit members may purchase on an after-tax basis either of two (2) Long-term Disability Insurance Plans, or select no coverage.

Option A and B provide a benefit of 60% of base salary, up to a maximum monthly benefit of $4,000, and retirement annuity coverage if the Bargaining Unit member becomes totally disabled. The benefits are payable after three (3) or six (6) months depending on the option chosen.

Participants in the Expanded TIAA retirement plan receive retirement annuity coverage regardless of the LTD option chosen.

16.8 Health Care Account

Bargaining Unit members may elect to have a specified amount withheld on a pre-tax basis from each paycheck, up to the annual maximum ($1200 for 1990), to be used for reimbursement of medical expenses which are not covered by insurance. Eligible expenses are those permitted by federal tax law, except mileage, and parking.

Funds which are withheld must be reimbursed for expenses incurred in the calendar year in which they are withheld, or, under current IRS rules, the unused funds will be forfeited by the individual. Assuming no negative balance, any excess funds attributable to Bargaining Unit members, at the end of a calendar year, will be applied to enhance wellness programs (e.g., the Employee Assistance Program), for the benefit of Bargaining Unit members.

16.9 Dependent Care Account

Bargaining Unit members may elect to have a specified amount

withheld on a pre-tax basis from each paycheck, up to the annual maximum allowed by law to be used for reimbursement of dependent care expenses which are specified by IRS rules but which are not claimed under the federal tax credit.

Funds which are withheld must be reimbursed for expenses incurred in the calendar year in which they are withheld, or, under current IRS rules, the unused funds will be forfeited by the individual. Any excess funds attributable to Bargaining Unit members shall be contributed to the U.C. Child Care Center, Inc.

ARTICLE 17

SICK LEAVE

17.1 Bargaining Unit members will accumulate sick leave at the rate of fifteen (15) days per year (1.25 days for each month) while in active pay status up to a maximum of three-hundred (300) days.

17.2 The University shall establish, effective January 1, 1990, and maintain thereafter a Sick Leave Bank for the use of Bargaining Unit members who have exhausted their accumulated sick leave days. The Sick Leave Bank will maintain 300 days for use by Bargaining Unit members. In order to draw upon the Bank, a unit member must make a written request to the unit head who will forward the request to the University Contract Administrator for implementation. Requests beyond 150 days, for a single illness or injury, must be approved by the University Contract Administrator and the AAUP.

17.3 Accumulated sick leave may be used by a member of the Bargaining Unit whenever he or she is unable to attend to his or her duties because of personal illness, injury, exposure to contagious disease which could be communicated to others, or because of illness, injury, or death in his or her immediate family.

17.4 When using sick leave days, the member shall immediately notify his or her unit head and advise of the estimated duration of absence.

17.5 All use of sick leave days must be reported to the unit head on the appropriate University form. Each Bargaining Unit member may annually review the number of sick days used and the number still available for use.

17.6 Disability or illness caused or contributed to by pregnancy, miscarriage, abortion, childbirth or recovery therefrom shall be

treated as any other illness or disability. Accumulated sick leave days may also be used for normal childbirth. Just prior to initiation of use of sick leave for childbirth and recovery, the Bargaining Unit member shall provide to the unit head in writing from her physician the expected date of delivery. If the use of accrued sick leave days for childbirth exceeds ten (10) calendar weeks, the unit head may request that the Bargaining Unit member provide a note from her attending physician specifying the probable date of return.

17.7 Sick leave may be used during any period of time in which the Bargaining Unit member is under contract to perform services for the University. No action shall be taken by the University to release a Bargaining Unit member because of illness or disability while on sick leave with pay.

17.8 Persons using accumulated sick leave days shall receive their regular compensation during the period of leave, as well as any salary increases, promotion, award of tenure, or any other rights which they would have received individually or as a member of the Bargaining Unit had they not been using accumulated sick leave days.

17.9 Extended Sick Leave

17.9.1 If an absence is to exceed 14 calendar days, the unit member must notify his/her head of the probable duration of the absence. The unit head shall forward this information to the dean and the appropriate provost for implementation of an extended sick leave.

17.9.2 During any extended sick leave the University may from time to time require a statement from the unit member's physician as to his/her continued disability or illness and the date of probable return.

17.9.3 Bargaining Unit members on extended sick leave are advised to seek the counsel of the Benefits Office as to those particular benefits associated with each retirement system.

17.9.4 Bargaining Unit members covered by the STRS/PERS systems or City Retirement must use the benefits available to them under those systems.

17.9.5 For those Bargaining Unit members not covered by state systems, the following provision applies:

A Bargaining Unit member enrolled in the long term disability insurance plan, as described in Article 16, and who is unable

to perform his/her assignments following the initiation of a continuing illness or injury, is eligible to apply for benefits under the terms of the long-term disability insurance plan. Long term disability need not go into effect until accumulated sick leave days have been exhausted.

17.10 Medical Leave Without Pay

17.10.1 Subsequent to the exhaustion of accumulated sick days, the Bargaining Unit member not covered by STRS, PERS or City Retirement may apply for up to one year medical leave without pay. During this one year period, he or she will retain all University-provided fringe benefits except for vacation and sick leave accrual and retirement contributions based on salary. The Bargaining Unit member may elect to use any accrued vacation prior to going on medical leave without pay.

17.10.2 One year medical leaves without pay are renewable twice. During the renewals, a Bargaining Unit member may participate in the same fringe benefits as in the first year of medical leave without pay by payment of the full costs thereof. Arrangements for payment must be made through the Benefits Division.

17.10.3 When a Bargaining Unit member is on medical leave without pay, he or she shall be entitled to return to active faculty status should the disability or illness end, under the following terms:

17.10.3.1 If such a Bargaining Unit member had tenure at the time of his/her disability, he or she will be recalled with tenure upon recovery; or

17.10.3.2 If such a Bargaining Unit member does not have tenure, he or she will be recalled to complete the term of his/her contract, with the number of years of prior service at the University counting as part of the probationary period.

17.10.4 No action may be taken by the University to release a Bargaining Unit member because of sickness or disability while the Bargaining Unit member is on medical leave without pay.

17.10.5 Bargaining Unit members eligible for reinstatement following medical leave without pay shall upon their return receive the benefit of any salary increase or change in benefits implemented during the time of their medical leave without pay.

17.10.6 Following the completion of the final year of medical leave without pay, the University may, at its discretion, choose to release a Bargaining Unit member.

17.11 Continuation of Extended Sick Leave/Medical Leave

Normally, the decision about whether a Bargaining Unit member should take or continue on sick leave or medical leave without pay or return to active faculty status will be made by the Bargaining Unit member following consultation with his or her attending physician. If, however, there is a disagreement between the University and a Bargaining Unit member in such matters, the following procedure shall apply:

17.11.1 The Bargaining Unit member and the University shall each designate a medical doctor specializing in treatment of the unit member's alleged illness or disability.

17.11.2 The two medical doctors shall confer and choose by agreement a third medical doctor. These three doctors shall be given the right to examine the unit member and review his or her medical records.

17.11.3 After such examination, the three medical doctors shall confer and decide by majority vote among them whether the Bargaining Unit member is so disabled as to be unable to adequately perform under the terms of his/her contract with the University. The decision of the doctors shall be binding upon the University and the Bargaining Unit member.

17.11.4 The University shall bear all costs associated with examinations and opinions rendered under this procedure.

17.12 Continuation of Benefits

After release from the University, a Bargaining Unit member who is approved for long-term disability benefits, may continue to participate in University medical and dental benefits by payment of the costs thereof, unless these benefits are provided through STRS, PERS, City Retirement, or a government agency.

17.13 Payment for Accrued Sick Leave at Retirement

17.13.1 At the time of retirement from active service, Bargaining Unit members who are members of a retirement system and who meet the age and service or disability requirements to be eligible for retirement under the applicable system, and with ten or more years service with the University, the State, or any of its political

subdivisions, may elect to be paid in cash for one-fourth of the value of unused accrued sick leave credit up to a maximum of thirty (30) days.

17.13.2 Those Bargaining Unit members employed prior to July 1, 1977, meeting the age and service or disability requirements specified above, with twenty-five or more continuous years of full-time service with the University immediately preceding retirement, at the time of retirement from active service, may elect to be paid in cash for one-half of the value of unused accrued sick leave credit up to a maximum of sixty days. Any Bargaining Unit member who meets the age and service requirements above, with three hundred (300) or more days accrued as of December 31, 1989, shall automatically access this benefit upon retirement.

17.13.3 Payment will be based upon the individual's rate of pay at the time of retirement. The payment for sick leave under the policy outlined in Subsection 17.13 eliminates all sick leave credit accrued by a Bargaining Unit member at the time of retirement. In the case of a person who is re-employed after retirement, any accumulated sick leave from previous employment would be eliminated by the operation of Subsection 17.13.

ARTICLE 18

RETIREMENT PROGRAMS

18.1 Members of the bargaining unit appointed after July 1, 1977, shall participate in the State Teachers Retirement System of Ohio (STRS) or in the Public Employees Retirement System of Ohio (PERS) with eligibility and contributions as determined by regulations of said retirement systems.

18.2 Bargaining Unit members appointed prior to July 1, 1977, who elected to remain in the City of Cincinnati Retirement System shall make periodic contributions with the University in accordance with the City of Cincinnati Retirement System contribution schedule.

18.3 Bargaining Unit members appointed prior to July 1, 1977, who elected to participate in the Expanded Teachers Insurance and Annuity Association (TIAA) retirement system, (or alternatives) shall make periodic contributions with the University according to the following schedule:

18.3.1 For eligible individuals the following contributions will be made by the University:

12.75% on first $8,000 of salary

16.25% on salary between $8,000 and $16,500

10.50% on salary over $16,500

0.10% on first $16,500 for retirement plan waiver in event of disability.

18.3.2 In addition, eligible individuals shall make a minimum contribution as follows:

5.82% on the first $8,000 of salary

9.82% on salary between $8,000 and $16,500

6.27% on salary over $16,500

18.3.3 Survivorship Insurance

The survivorship insurance policy now in effect will be held in joint trusteeship by the AAUP and the University and the two parties shall share equally in the appointment of trustees.

18.3.4 For the purpose of contributions for individuals participating in the Expanded Teachers Insurance and Annuity Association of America retirement system after July 1, 1977, when a percentage increase in contribution rates to the State Teachers Retirement System or the Public Employees Retirement System is required, the exact same percentage increase will be added to the Expanded TIAA annuity contributions. However, should STRS and PERS adopt a percentage increase for the same purpose but at different times, the adjustment in TIAA contribution rates shall be made only once.

18.3.5 The term "Salary" as used in 18.3 shall mean the annual base salary on a mandatory basis and, on an optional basis, all additional University compensation for services rendered, provided that the election for contributions on the additional compensation must be for all additional compensation and such election can only be made or revoked once during each calendar year and must be consistent with Federal Tax Law.

18.4 Early Retirement Program

The Early Retirement Program is hereby established for the mutual benefit of the University and the Bargaining Unit members. Individuals retiring in this program elect to receive either a

monthly annuity income or a lump sum payment from the University in addition to benefits received from any other retirement plan.

18.4.1 Eligibility:

Bargaining Unit members who have 10 years of service at the University of Cincinnati and who have tenure are eligible to apply for early retirement when:

18.4.1.1 they will be at least 60 years of age on or before their proposed retirement date;

18.4.1.2 they will be younger than 60 years on their proposed retirement date but meet the requirements, permitting retirement under the City Retirement System, the State Teachers Retirement system, or the Public Employees Retirement System; or

18.4.1.3 they will be younger than 60 years of age on their proposed retirement date but have at least 25 years of service at the University of Cincinnati, regardless of their retirement system.

18.4.2 Amount of Early Retirement Cost:

The early retirement cost for each individual will be the individual's base salary in the year preceding retirement times the applicable factor indicated below:

Actual Age at Retirement:	60 or younger	61	62	63	64
Factor of Base Salary:	2.29	2.02	1.76	1.51	1.27

Actual Age at Retirement:	65	66	67	68	69	70
Factor of Base Salary:	1.03	.81	.59	.38	.19	0

18.4.3 Payment of the Early Retirement Benefit

18.4.3.1 The early retirement benefit will be paid either in a lump sum upon retirement or in monthly annuity payments. Monthly annuity payments will begin in the month of retirement unless an alternate date is agreed upon by and between the University and the AAUP.

18.4.4 Procedure

18.4.4.1 Early retirements will become effective September 1 of the calendar year of retirement unless another date is agreed upon by and between the

University and the individual.

18.4.4.2 A Bargaining Unit member desiring early retirement must submit a written request to the appropriate dean of the college prior to July 1 of the calendar year preceding the proposed retirement date.

18.4.4.3 Requests for early retirement will be irrevocable between July 1 and September 1. Individuals granted early retirement will be so notified by the University by September 1. Thereafter, requests not granted will be ineffective.

18.4.4.4 Requests will be granted in descending order by assumed age of applicants to the extent permitted by the maximum University contribution described below. The person's assumed age shall be arrived at by dividing the years of service at the University by ten (10) and adding the quotient to the applicant's actual age.

18.4.5 Maximum University Contribution

The annual maximum University contribution is the maximum contribution required to be made by the University to fund the cost of all early retirements each year. The maximum annual University contribution will be 1.35% of the general funds salary base for Bargaining Unit members on June 1 of the year preceding the retirement year.

18.4.6 Rate of Return Schedule

This schedule will indicate the monthly single life payment and actuarial equivalent joint and full life payment for the early retirement benefit of each individual granted early retirement. The rate of return schedule will be agreed to by and between the University and the AAUP by May 1 of the calendar year of retirement or by an alternate date agreed to by and between the University and the AAUP.

18.4.7 Medical Benefits

The University will continue to provide retirees in the Early Retirement Program with the Medical Benefits available to active Bargaining Unit members until alternative medical coverage is available through another retirement plan or governmental program, (e.g., Medicare), another employer, or until the age of 70, whichever occurs first. Notwithstanding the above, for participants approved in 1989, and who retire on or before September 1, 1990, medical benefits upon retirement shall be those in effect prior to January 1, 1990.

Early retirees must enroll in Medicare in accordance with applicable federal law. For those enrolled in Medicare, the University will pay the full cost of Medicare-complementary coverage. (Gap-filler coverage equivalent to coverage available to active status Bargaining Unit members). Gap-filler is not available through the HMO.

18.4.8 Limitations

Nothing in this agreement shall prevent the University, at its discretion, from granting early retirement benefits at any time outside the scope of this program or in addition to the maximum annual University contribution.

18.4.9 Duration

The Early Retirement Program will continue in effect unless the program is modified or terminated in future agreements between the University and the AAUP.

18.4.10 Prior Agreements Superseded

The rights and obligations established by, and as of the date of, the execution of this agreement supersede and render null and void all previous contract rights and obligations to early retirement benefits.

ARTICLE 19

PERSONAL, CHILD-REARING, VACATION, AND MILITARY LEAVES

19.1 Personal Leave

19.1.1 Bargaining Unit members may at any time request a personal leave of absence without pay for up to one year for reasons including, but not limited to, public service or family needs. Such leaves may be initiated by submitting a written request to the unit head.

19.1.2 The request shall state the reason for the leave, the period of absence, and the date of return. Upon the recommendation of the unit head, and subject to the concurrence of the dean or library administrator, a leave of absence without pay may be granted by the appropriate provost. The dean or library administrator shall notify the Bargaining Unit member of the provost's decision within fourteen (14) calendar days of the provost's receipt of the request. Renewal requests up to a maximum of two years may be submitted by the same procedure.

19.1.3 A Bargaining Unit member on personal leave shall have the option of signing a waiver which would provide that the period of leave would not be considered in counting the years toward tenure. Such waiver by the individual will act automatically to extend the term of the current appointment for a period of time equal to the period of leave, provided that to effect this optional waiver such leave shall not be for a period of less than one year.

19.1.4 A person on personal leave shall have the right to participate in any or all fringe benefits, except for retirement, for which he or she would have been eligible if not on leave. Such benefits shall be provided upon payment by the individual of the full costs thereof. Payment arrangements must be made with the benefits division.

19.2 Child-Rearing Leave

19.2.1 A member of the Bargaining Unit may request a Child Rearing Leave of absence without pay for up to one (1) year to fulfill child-rearing needs of the member's family. This leave may include the option of reduced responsibilities, for which the person on leave would be compensated proportionally. Such leave requests shall be submitted in writing to the unit head normally at least ninety (90) calendar days in advance of the date the proposed leave shall begin. The request shall state the reasons for the leave, the period of absence and/or reduced responsibilities, the proportion of responsibilities to be completed, if any, and the date of return to full-time status. Upon the recommendation of the unit head, and subject to the concurrence of the dean or library administrator, a Child-Rearing Leave may be granted by the appropriate Provost. The dean or library administrator shall notify the Bargaining Unit member of the provost's decision within fourteen (14) calendar days of the provost's receipt of the request. Extensions of Child-Rearing Leave up to the maximum of two (2) years shall be handled by the same procedure.

19.2.2 A person on Child-Rearing Leave shall have the option of signing a waiver which would provide that the period of leave would not be considered in counting the years toward tenure, provided, however, that to effect this optional waiver such leave shall be full-time and for a period of not less than one (1) year. Such waiver by the individual will act automatically to extend the term of the current appointment for a period of time equal to the period of leave.

19.2.3 A person on Child-Rearing Leave shall be provided all

fringe benefits, except for retirement, for the period of the leave or one academic quarter (10 weeks), whichever is less. For any leave beyond that time, the Bargaining Unit member shall have the right to participate in any or all fringe benefits, salary-based and non-salary based, except retirement, for which he or she would have been eligible if not on leave. Such benefits shall be provided upon payment by the individual of the full costs thereof. If a person on child-rearing leave is fulfilling partial responsibilities, fringe benefits shall be provided as if the person were not on leave. The continuation of salary-based benefits is upon payment by the individual of their portion of the costs. Payment arrangements must be made with the Benefits Division. However, retirement contributions will be based on the actual salary paid to the Bargaining Unit member.

19.3 Vacation Leave for Librarians and Faculty on Four Quarter Appointments.

19.3.1 Librarians and those faculty members on Four Quarter appointments shall be granted paid vacation leave annually from July 1 to June 30 according to the following formula: one and five-sixths (1 and 5/6) days of earned vacation for each month worked during the vacation year. Vacation time may be accrued from year to year for a maximum of three (3) years. A maximum of sixty-six (66) days may be so accrued. Vacation may be taken after completion of six (6) months of University service.

19.3.2 After one year of service, librarians and faculty on Four Quarter appointments leaving the employ of the University shall be entitled to compensation at their current rate of pay for all accrued vacation leave up to sixty-six (66) days.

19.3.3 Librarians on ten (10) month appointments and part-time librarians who are members of the Bargaining Unit shall receive proportionate vacation leave.

19.4 Military Leave

The University agrees to comply with the Federal and State Veterans Employment Acts with respect to military leave.

ARTICLE 20

SPECIAL OR EMERGENCY LEAVES

20.1 It is recognized that from time to time it may be

advantageous to an individual and to the University to grant special or emergency leaves for purposes, time periods, and under circumstances other than those described in other provisions of this Agreement. Such leaves may be requested by a Bargaining Unit member and granted if supported by the unit head, dean or library administrator, and appropriate Provost. The terms and conditions of such leaves shall be mutually agreed upon by the Bargaining Unit member and the Administration.

ARTICLE 21

RIGHTS AND DUTIES OF THE AAUP AS AGENT

21.1 The University and the AAUP recognize that each has responsibility for the administration of this Agreement.

21.2 The University agrees that all members in the Bargaining Unit shall have the right to organize freely, to join and to support the AAUP for the purpose of engaging in collective bargaining. There shall be no discrimination by the Board or Administration because of membership in the AAUP, nor shall any attempt be made to discourage membership in the AAUP.

21.3 Committees evaluating performance shall consider and credit service to the AAUP in the same manner as they consider and credit service to all other University committees and/or professional associations.

21.4 The AAUP shall have free and reasonable use of campus mail services, bulletin boards, meeting rooms, classrooms, and auditoriums, subject to the same regulations established for other organizations recognized by the University.

21.5 The AAUP shall have the right to deposit monies with the University from time to time as the AAUP finds appropriate for the purpose of providing for purchase from the University Central Stores. The AAUP shall have the right to make purchases from the University Central Stores provided that the AAUP's account at the time of purchase has a positive net balance. The University agrees to provide the AAUP with a monthly statement of the status of this account.

21.6 The AAUP shall be afforded the privilege of contracting for University services as may be contracted for by other campus groups or organizations, at the same cost regularly assessed other campus groups.

21.7 On or before September 30 of each year of this Agreement, the AAUP shall advise the University of the dates of regularly

scheduled meetings of the AAUP for the academic year. Such dates shall be submitted by the University to members of the Administration with the instructions that no Bargaining Unit member shall be required to attend any meeting which conflicts with such regularly scheduled AAUP meetings.

21.8 The AAUP shall be furnished with a copy of the minutes of each meeting of the Board of Trustees, and other public documents issued by the Board. Agenda of public meetings shall be made available to the AAUP at the same time they are made available to faculty representatives to the Board.

21.9 During the term of this Agreement, the University shall make available for inspection to the AAUP, within a reasonable time after receiving a written request therefrom, such requested information which is available, relevant, and necessary for the administration of this Agreement, provided, nevertheless, that information need not be made available as to any matter as to which no final commitment or decision has been made by the University or as to anything involved in the University's decision-making processes, provided further that the foregoing is not intended to excluded the providing of raw data.

21.10 The University will continue to provide the AAUP with access, as mutually agreed, to the employee data base pertaining to current status (initial appointments, terminations, salaries, leave status, and change of membership) of all members of the Bargaining Unit.

21.11 The University and the AAUP shall jointly and equally share the cost of printing copies of this Agreement. The number of copies will be determined jointly, and distribution will be shared by the University and the AAUP.

21.12 The University will continue to provide the AAUP with access, as mutually agreed, to student enrollment data as prepared by the University registrar.

ARTICLE 22

DUES CHECK-OFF

22.1 The University will deduct from the salary of all members of the Bargaining Unit the AAUP's Chapter, Ohio Conference, and National dues and/or the AAUP bargaining dues assessments, as the case may be, as are from time to time authorized, levied, and collected from the general membership of AAUP upon the condition that AAUP furnish the University written authorization duly executed by members of the Bargaining Unit permitting such

deductions. Such authorizations consist of a signed payroll deduction form. The AAUP shall furnish the University with a list of persons who authorize such deductions with the amount to be deducted and the Social Security Number for each.

22.2 Deductions shall be made in equal monthly installments from the monthly salary due each Bargaining Unit member. The first such monthly deduction will be made within thirty (30) calendar days of notification by the AAUP of the authorization. The University shall remit same to the AAUP no later than fifteen (15) calendar days after the date of such deduction.

22.3 The University will also deduct and remit to the AAUP such other sums it may be authorized in writing to deduct by the members of the AAUP.

22.4 The University shall not be held liable to the AAUP by reasons of the requirements of this Article for the remittance of payment of any sum other than that constituting actual authorized dues, fees, or other deductions made from University wages. The AAUP shall indemnify and hold the University harmless from any liability which might arise because of the improper deduction of dues, fees, or other deductions made in accordance with this Article.

22.5 In cases where dues, fees, or other deduction is made which a Bargaining Unit member may claim duplicates payment already made to the AAUP or where the Bargaining Unit member claims dues, fees, or other deduction is not in conformity with the provisions of the By-Laws of the AAUP, the matter shall be resolved between the claimant and the AAUP and a refund, if appropriate, shall be made by the AAUP.

ARTICLE 23

RELEASED TIME

23.1 The University shall grant up to forty-two (42) quarter hours, or fourteen (14) quarter courses for faculty members, or equivalent duties for librarians in each academic year covered by this Agreement for use by the President of the UC Chapter, AAUP, the Chairperson of the Contract Implementation Committee, the Chairperson of the Bargaining Council, members of the Negotiating Team, members of the University Faculty Grievance Committee (UFGC), and Contract Mandated Committees when released time is requested with at least twenty-one (21) calendar days notice through the President of the AAUP to the Office of the appropriate Provost. The AAUP President shall, at the beginning of the contract period and following consultation with the chair of the

UFGC, determine what portion of the forty- two (42) hours shall be allocated to the UFGC and what portion reserved for other uses by the AAUP.

23.2 The dean of the college or library administrator involved will be informed of the request by the University. The specific details of the release from teaching or library duties will be worked out between the individual requesting released time and the appropriate dean, library administrator, or academic unit head consistent with the special abilities of the individual and the mission of the unit involved. However, no one Bargaining Unit member should be released from more than one (1) course per quarter or equivalent duties for librarians for the reasons listed in this Article. Approval of the dean of the college or the library administrator must be obtained as to the particular teaching or library duties from which the faculty member is to be released.

ARTICLE 24

FACULTY AND LIBRARIAN DEVELOPMENT OPPORTUNITIES

The University and the AAUP recognize that faculty and librarian development is a shared responsibility of Bargaining Unit members and academic administrators. To that end, the University and AAUP pledge to work together to create and support a range of professional development opportunities appropriate to the various colleges, libraries, populations, and academic missions of this institution. The purpose of a development program is to improve the quality of the teaching, research, and service in individual units and in the University as a whole, by assisting Bargaining Unit members in reaching their full potential as researchers, teachers, and/or as librarians.

A faculty development program must address needs of Bargaining Unit members at varied stages of their careers. For example, the following purposes may be identified with three distinct needs:

- relief strategies to facilitate the work of active researchers and engaged, effective teachers and librarians;
- recharging strategies designed for the researcher/scholar, teacher or librarian in need of stimulation; and,
- redirecting strategies to offer individuals a new start.

Included among development opportunities should be programs on curricular and technological innovation, the RPT processes, leave and grant applications, administrative issues for academic unit heads, and retirement planning.

24.1 Annual Annotated Publication of Faculty/Librarian Development Resources

To insure that the faculty and librarians of the University may avail themselves of professional development resources, it will be the obligation of the University Faculty Senate, working through its college and library senators and with the academic Vice Presidents and Deans, to disseminate an inclusive list of development opportunities available each year. This will include the types of programs planned, those who may participate, special funding, special focus of awards which are available, etc. This list should be disseminated at the October University Faculty meeting, beginning in 1990.

24.2 Faculty/Librarian Development Programming

Each college and library system will develop a process for planning and implementing annual faculty or librarian development programs. The process will include joint faculty/librarian and administrator involvement. Plans may include workshops, conferences, seminars, or individual counseling to assist faculty and librarians in meeting their professional development goals. Each college and library system will provide information for the annual resource list compiled by the Faculty Senate.

24.3 Cross-College Opportunities

Among the options that should be available for faculty development, the AAUP and the University endorse the concept of cross-college opportunities and exchanges, involving this University and others. This sharing of academic resources affords new professional experience to individuals and brings new energy and insight into the academic units involved.

24.4 Special Duty Assignment

When it is mutually advantageous to an individual and an academic unit, college, or library system, a Bargaining Unit member may be released from regular duties and assigned special duties in connection with specific research, scholarly, or unit/college/library projects. Bargaining Unit members, unit heads, or deans may initiate a request for Special Duty Assignment; however, in any case, all parties must agree that the proposed Assignment is mutually advantageous.

24.5 Professional Travel

The AAUP and the University encourage faculty and librarian participation in activities sponsored by professional organizations. This includes presenting papers at meetings,

serving as officers, and attending and participating in general meetings, seminars, and workshops. Bargaining Unit members receive reimbursement for travel expenses in accordance with procedures and criteria established by the governance structure of the appropriate academic unit or library system. Each academic unit or library system will establish in a democratic manner, the criteria and procedures for the allocation of travel funds. These criteria and procedures will be submitted to the dean or appropriate library administrator for approval and subsequently published and distributed to each member of the academic unit or library system. These approved procedures may include a committee elected from the unit to make recommendations to the unit head.

Bargaining unit members are also encouraged to apply for assistance from other sources beyond the unit's travel budget. They should consult the annotated faculty development resource list published annually by the University Faculty Senate.

University Rules for Reimbursement of Travel Expenses will apply in all cases.

ARTICLE 25

ACADEMIC LEAVE

25.1 Academic Leave

The following provisions shall govern academic leave for faculty members and librarians except sections 25.1.3.1 and 25.1.3.2, which apply exclusively to faculty members and librarians respectively.

25.1.1 Academic leave is one of the primary means through which professional development can be encouraged and cultivated for faculty. Academic leave may be granted by the Board of Trustees on recommendation of the President, for purposes of promoting individual faculty and librarian development that promises to serve the academic interests of the University. Academic interests here mean promotion of excellence in the production and/or dissemination of knowledge.

25.1.2 Filing of Leave Request

Except in emergency or unusual cases, faculty and librarians applying for academic leave shall file requests at the unit level, or with the appropriate library administrator, by October 31 of the year preceding the academic year in which the proposed leave will occur. The specific leave

option must be indicated in the October 31 request and may be changed after that time only at risk of disapproval.

25.1.3 Guidelines for Academic Leave Applications

Applications for academic leave shall include a plan for use of the time, and rationale that is consistent with the academic interests of the University as defined in Subsection 25.1.1.

25.1.3.1 Applications for academic leave for faculty members shall be discussed and evaluated by unit-level faculty according to the following guidelines.

Each unit shall democratically determine how its review will be conducted. Unit level discussion shall address means of implementation of the leave as regards the applicant's teaching responsibilities and supervision of students. Evaluative criteria shall include the quality of the proposal and its potential contribution to the applicant's professional development and academic performance. The applicant's choice of leave option shall in no way prejudice or adversely affect the evaluation of the application.

Unit head recommendations of the applications will be submitted to the dean. The unit head must forward to the dean all requests for academic leave, and the dean will, accordingly, forward all of them, with his or her recommendation, to the appropriate provost. A faculty member shall have the right to withdraw his/her request for academic leave at any time in the review process.

25.1.3.2 Applications for academic leave for librarians shall be discussed and evaluated by the Librarians Reappointment, Promotion, and Tenure Committee prior to the appropriate library administrator's recommendation, and according to the following guidelines.

The Librarians Reappointment, Promotion, and Tenure Committee shall review and evaluate all applications for academic leave that have been filed in a timely manner. Evaluative criteria employed by the committee shall include the quality of the proposal, and its potential contribution to the applicant's professional development and job performance. The applicant's choice of leave option shall in no way prejudice or adversely affect the evaluation of the application.

The Librarians Reappointment, Promotion, and Tenure

Committee shall submit a recommendation on all leave applications to the appropriate library administrator. The appropriate library administrator shall forward to the dean or provost as appropriate all requests for academic leave with his/her recommendation. A librarian shall have the right to withdraw his/her request for academic leave at any time during the review process.

25.1.4 Academic Leave Options

After seven years of full-time service, Bargaining Unit members may take academic leave according to the following options:

25.1.4.1 A leave of three (3) consecutive quarters (or 2 semesters as appropriate to the unit) at two-thirds academic base salary; or, for those faculty members whose service shall consist of seven (7) twelve-month contracts, a leave of four (4) consecutive quarters at two-thirds academic base salary.

25.1.4.2 A leave of two (2) consecutive quarters (or 1 semester as appropriate to the unit) at full academic base salary.

25.1.4.3 A leave of six months (as appropriate to the unit) at full academic base salary, divided into:

2 leaves of 3 months each
3 leaves of 2 months each
4 leaves of 1.5 months each
6 leaves of 1 month each

or any combination of above to total six months.

In any option, up to one year of full-time service in the rank of Instructor may be counted toward eligibility for academic leave.

Total leave time must be completed before eligibility for future leaves shall begin to accrue.

25.2 Guidelines for Academic Leaves

25.2.1 Upon completion of the academic leave, the Bargaining Unit member shall submit to the unit head or library administrator and dean, a written summary detailing attainments in relation to the proposal and assessing the leave in terms of professional development. Individuals are expected to share with colleagues (e.g., through seminars,

exhibitions, performances, report to unit faculty, etc.) their accomplishments during the academic leave.

25.2.2 A person granted leave shall not, except by special permission of the Board on recommendation of the President, accept additional remuneration during the period beyond that paid him or her by the University and any prizes or awards that may be given to him or her.

25.2.3 A person on leave shall receive any salary increase, promotion, or indefinite tenure which he or she would have received had he or she remained in residence.

25.2.4 Except in cases where University regulations require an earlier retirement, all leaves shall be granted with the understanding that recipients are obligated to return to the University for at least one academic year immediately following the period of leave.

25.2.5 A person on leave (as outlined in this article) shall receive all fringe benefits to which he or she would have been entitled if not on leave. All benefits which are based on salary, except retirement, shall be calculated on the academic base salary which the person would receive if he or she were not on leave. Contributions for retirement shall be based on the percentage of academic base salary paid by the University during the leave. If full academic base salary is not paid, the Bargaining Unit member may at his or her option raise all salary-based benefits, except retirement, to their full level upon payment by the individual of the costs thereof. Retirement contributions may be raised to their full level subject to restrictions of the appropriate retirement plan. Payment arrangements must be made with the Benefits Division.

ARTICLE 26

PROFESSIONAL LEAVE AND RELEASE TIME FOR EDUCATION FOR LIBRARIANS

The parties to this Agreement recognize that policies permitting leave of absence without pay for professional purposes may at times be beneficial to both the individual and the University. The following provisions shall represent policies with respect to Professional Leave and Released Time for Education for Librarians.

26.1 Professional Leave

26.1.1 Bargaining Unit members may at any time request a

ARTICLE 26

Professional Leave of absence without pay from one quarter to one full academic year to participate in work in the field of education, research, or other professional activities related to University responsibilities. Under appropriate circumstances leaves or extensions thereof may continue through a second year. Such leave requests shall be submitted in writing to the unit head, at least ninety (90) calendar days in advance of the date the proposed leave shall begin. The request shall state the reasons for the leave, the period of absence, and the date of return. Upon recommendation of the unit head and subject to the concurrence of the dean or library administrator, a leave of absence without pay may be granted by the appropriate Provost. The dean or library administrator shall notify the Bargaining Unit member of the Provost's decision within fourteen (14) calendar days of the Provost's receipt of the request. Extensions of Professional Leave shall be handled in a similar manner.

26.1.2 At the time a request for Professional Leave is submitted to the unit head, the Bargaining Unit member shall indicate his or her desire for counting the quarters of Professional Leave among those quarters needed to qualify for Academic Leave, Study and Research Leave, or Special Duty Assignments, and he or she shall give the reasons why such leave shall be so counted. Notification from the dean or library administrator that the leave has been granted shall also include stipulation as to whether the quarters of professional leave may be counted toward qualifying for Academic Leave or Special Duty Assignments.

26.1.3 A person on Professional Leave shall receive any salary increase which he or she would have received had he or she not been on leave. A person on Professional Leave shall be eligible to receive any promotion or award of indefinite tenure for which he or she would have been eligible had he or she not been on leave. However, the individual who receives such leave shall have the option of signing a waiver which would provide that the period of leave would not be considered in counting the years toward tenure. Such waiver by the individual will act automatically to extend the term of the current appointment for a period of time equal to the period of leave, provided that to effect this optional waiver such leave shall not be for a period of less than one year. A person on Professional Leave shall have the right to use University facilities and to apply for unit funds or funds administered by the University Educational Council or the University Research Council under the same conditions as if the person were not on leave.

26.1.4 A Bargaining Unit member on Professional Leave shall

receive all fringe benefits, except retirement, to which he or she would have been entitled as if the person were not on Professional Leave, unless these are provided through the circumstances of the leave. All benefits which are based on salary, except retirement, shall be calculated on the academic base salary which the person would receive if he or she were not on Professional Leave. The continuation of salary-based benefits is upon payment by the individual of their portion of the costs. Payment arrangements must be made with the Benefits Division.

26.2 Released Time for Education for Librarians

26.2.1 The University encourages professional development among its employees.

26.2.2 Librarians who are members of the Bargaining Unit may take job-related courses during normal working hours with the approval of the appropriate department head and library administrator, provided that the basic working responsibilities of the individual and the department continue to be fulfilled.

ARTICLE 27

GOVERNANCE OF THE UNIVERSITY

27.1 The variety and complexity of tasks performed by institutions of higher education produce an interdependence among constituent elements of the University. Adequate communication is therefore essential and there must be full opportunity for appropriate joint planning and effort. Joint effort and shared responsibility for governance will take a variety of forms as situations require. Initiative may emerge at one time or another from all institutional components, and differences in the weight of each voice will vary according to the matter at hand and the defined responsibilities of each constituent element. Shared responsibility for governance is based upon mutual trust and respect for diverse interests and perspectives and is an iterative and consultative process. To be effective, shared governance clearly defines roles, scope of authority, and responsibility for decision-making among faculty governance bodies and university administrators. Shared governance also demands responsibility for shared implementation (see Memorandum of Understanding #1).

27.2 The rules of the Board of Trustees recognize the faculties of the colleges and other units, vesting in them, subject to the approval of the Board, the power to make their own regulations governing the admission and exclusion of students, the courses of

instruction to be offered, grading policy, recommendations for degrees, honors and prizes, other fundamental areas of curriculum, and such other matters as may be within their jurisdiction. They shall also be entitled to share significantly in the responsibilities for program development, program review, department review, and department and college reorganization. The principles of joint effort and shared responsibility are illustrated, but not limited by, the provisions below:

27.2.1 The University Faculty shall have the right to consider matters affecting the University and shall be given sufficient time to make available to the Administration, to the Board, and the AAUP, its aid, advice, and counsel in such matters.

27.2.2 Each college faculty shall have the right to advise, aid, and counsel the dean of the college on matters affecting the college and the University, and shall be given sufficient time, in such matters, to do so. Each college faculty may have, at its option, an elected faculty committee to exercise the powers of the college faculty in the interim between its meetings.

27.2.3 Each unit shall have the right to advise, aid, and counsel the unit head on matters affecting the unit, college, and University and shall be given sufficient time, in such matters, to do so. The unit may, at its option, have an elected committee to exercise the powers of the unit in the interim between its meetings.

27.2.4 If a question arises as to whether a matter is a unit, college, or University concern, the question shall be resolved by the President after seeking the advice of the Faculty Senate.

27.2.5 The faculty shall have a voice through faculty representatives elected for that purpose at the unit, college, and University level in the formulation of long-range plans and in decisions relating to their implementation. Similarly faculty representatives elected for that purpose shall have a voice at the unit, college, and University level where decisions relating to the use and creation of existing or prospective physical resources are being made.

27.2.6 The parties to this Agreement recognize the Faculty Senate and Student Senate, and the by-laws which govern their relationship with the University.

27.2.7 With respect to faculty priorities in those areas not

specifically dealt with through the collective bargaining process, both parties to this Agreement recognize the Faculty Senate as the primary governance body representing the faculty which shall have the right to advise the President and the Vice Presidents. Appropriate release time will be arranged for the chair of the Faculty Senate.

27.2.8 Well in advance, but at least ninety (90) calendar days, before the final budget recommendation of the President to the Board, procedures shall be established by the Administration in consultation with the Faculty Senate, for reviewing the existing budget and for reviewing requests of the individual Vice Presidents for changes in their budgets. Upon written request the Faculty Senate shall have access to financial information which is relevant and necessary and can reasonably be made available, including monthly budget summaries.

27.2.9 Librarians shall have the right to advise, aid, and counsel the appropriate library administrator, supervisor, or head on matters affecting the unit, department, library, and library systems, and University and shall be given sufficient time, in such matters, to do so. This right shall include a voice through elected representatives in the formulation of long-range plans and in decisions relating to the use and creation of existing or prospective physical resources. The librarians in each library system may, at their option, have an elected committee to exercise the powers of the librarians in the interim between their meetings.

27.2.10 It is the intention of both parties to support the role of existing governance bodies in the affairs of the University.

27.3 Shared governance mechanisms at the college, library system, and university levels will be established reflecting the principles outlined in 27.1 and 27.2. Toward that end, a joint faculty/deans task force will be created (see Memorandum of Understanding #2).

ARTICLE 28

RETRENCHMENT UNDER CONDITIONS OF FINANCIAL EXIGENCY

28.1 Should the Administration anticipate a financial exigency (an imminent financial crisis which threatens the institution as a whole) which may result in retrenchment of faculty (which as used in this Article is defined as termination of tenured faculty or

termination of untenured faculty during the period of their appointment), the data upon which this anticipation is based, including the amount of savings which it deems is necessary to effect, shall be presented to the AAUP. It shall also provide such additional data which may be available and which the AAUP may request within the ten (10) calendar days following that presentation. The Administration and the AAUP shall then agree to submit either a joint recommendation or separate recommendations to the Board of Trustees as to whether a condition of financial exigency exists. Both the Administration and the AAUP agree not to submit a recommendation to the Board of Trustees, and the Board of Trustees shall not accept recommendations from either party, until thirty (30) calendar days after the Administration has presented to the AAUP the data referred to in the first sentence of this Article upon which its anticipation of financial exigency is based, but not sooner than fifteen (15) calendar days after the giving of any additional data the AAUP may have requested as provided above. Discussions by the Board leading to Board action on the question of financial exigency must take place in a public meeting. Retrenchment of faculty may not take place until the formal declaration of financial exigency has been made by the Board of Trustees, which must include a statement of the amount of money needed to relieve the exigency.

28.2 Following a declaration of financial exigency, a joint Financial Exigency Committee shall be formed and shall consist of seven members appointed by the Administration and seven members appointed by the AAUP. All appointments shall be made within ten (10) calendar days after the formal declaration of financial exigency. If such appointments have not been made within such a ten (10) calendar day period, the members of the Committee who have been named within the ten (10) calendar days shall constitute the Committee, and proceed as set forth hereinafter. The purpose of the Financial Exigency Committee shall be to develop recommendations to provide sufficient savings for relieving the exigency. The Committee shall have sixty (60) calendar days within which to develop recommendations unless such time is extended by the Board of Trustees.

28.3 In developing recommendations for relieving the exigency, the Committee shall use the following criteria and principles:

28.3.1 The Committee shall first investigate ways to relieve the exigency by means of exhausting the possibilities of immediately initiating mechanisms for raising additional funds or of reallocating current general funds; provided, however, that designated funds generated by a particular college shall not be considered as available for transfer outside the college.

28.3.2 Before retrenchment of faculty, budgets shall be cut or activities eliminated or reduced which (a) are not self-supporting (that is gifts, grants, contracts, or income from endowments designated for or other funds produced by that activity are less than the expense of that activity excluding tuition remission), or (b) are not in direct support of academic programs, or (c) are not essential for continued operation of the academic program of the University.

28.3.3 When retrenchment in academic programs becomes necessary, due consideration shall be given to providing for students enrolled in those programs to complete the requirements of the program.

28.3.4 Before the final recommendations are made with respect to the termination of faculty, the Committee shall first notify the faculty members in each academic unit to be affected and shall consider alternate solutions which that academic unit may propose for effecting an equivalent reduction in its budget.

28.3.5 As to order of retrenchment, in the event that retrenchment of faculty is necessary:

28.3.5.1 Normal attrition is the preferred approach to the extent that it will assist in relieving the financial exigency. The teaching of overloads in a particular discipline shall be eliminated, unless this would result in a serious distortion of the academic program in that discipline. Part-time faculty members shall be released before any full-time, non-tenured faculty member is released, unless this would result in a serious distortion of the academic program in which the part-time or full-time, non-tenured faculty members are engaged. Part-time and full-time, non-tenured members shall be released before any full-time tenured faculty member is released, unless this would result in a serious distortion of the academic program in which the part-time, full- time, non-tenured and full-time, tenured faculty members are engaged. The Committee shall also follow the principle that if there is a choice between retaining a full-time faculty member or part-time faculty member, preference shall be given to the full- time faculty member, unless the part-time faculty member's contribution is necessary to the education program of the department and cannot be provided by a full-time faculty member.

28.3.5.2 If the recommendation does not involve the discontinuation of a program, department, or college,

but would result in the termination of tenured faculty members and the retention of non-tenured faculty members, such recommendation shall contain those arguments which demonstrate that the specific order of retrenchment is necessary to avoid a serious distortion of the academic program where the non-tenured members are retained and that no serious distortions are created in the program where the tenured faculty members are released.

28.3.5.3 If a recommendation involves the discontinuation of a program, department, or college, the Committee shall investigate at least those issues listed in Subsection 29.5 of Article 29, Termination Because of Discontinuation of a Program, Department, College, or Library, of the program, department, college, or library it is proposed to terminate, and if the recommendation is to terminate, such recommendation shall set forth the reasons for the recommendation. Such reasons shall include statements regarding each of the issues listed in Subsection 29.5 of Article 29.

28.3.5.4 Anything in this Article to the contrary notwithstanding:

a. Non-tenured faculty members in a particular discipline shall be laid off before tenured faculty members in that discipline.

b. The Committee shall consider an order of retrenchment different from that listed above to take affirmative action goals into account.

c. The termination of a non-tenured or part-time faculty member shall not be required if his or her salary is wholly paid by restricted funds.

28.4 The Committee shall present its recommendations to the Board of Trustees in writing. Should a recommendation or recommendations represent the majority view of the Committee, the majority view shall be submitted to the Board. Any recommendation or recommendations sponsored by at least five (5) members of the Committee may also go to the Board. If there are no such minority recommendations, then the majority recommendation shall include at least one alternative method of relieving the exigency.

28.5 The Committee may also investigate existing unrestricted funds and existing unrestricted fund balances and may make alternate recommendations for relieving the exigency or phasing out (as contrasted to abrupt discontinuation) of existing

activities by use of such funds or fund balances; provided, however, that such alternate recommendations shall not require the transfer of designated funds generated by a particular college to any other college. Such recommendations shall represent an additional alternative to the complete and alternate plan for relieving the exigency as specified in Subsection 28.4.

28.6 The Board shall only consider such recommendations as it receives from the Committee and which have the sponsorship of at least five (5) members of the Committee. The Board may deliberate and accept or reject any or all of the recommendations of either the majority or minority of the Committee, but only at a public meeting at which faculty members and students may present their views. Faculty members and students who wish to make a presentation to the Board on any recommendation of the Financial Exigency Committee prior to a Board decision on the recommendation shall be afforded the opportunity to do so. In its deliberations and in making its final decisions concerning such recommendations, the Board shall apply the criteria and principles specified in Subsection 28.3. A recommendation as to faculty retrenchment not supported by at least a majority of the Committee shall be made effective only if supported by a majority of the entire membership of the Board.

28.7 The Committee shall make a good faith effort to arrive at its recommendations within the sixty (60) calendar day period, or any extension thereof which may be granted by the Board. Should the Committee not make recommendations as required by Subsections 28.2 and 28.4 and within the time period specified in Subsection 28.2, or the next to the last sentence of this Subsection 28.7, or any extensions of this time period granted by the Board to the Committee, or if the recommendations are not sufficient to relieve the exigency, or if no Committee is appointed as per Subsection 28.2, the Board shall have the right to act on its own initiative as to faculty retrenchment but, nevertheless, shall apply the criteria and principles specified in Subsection 28.3, and shall in any case conduct its deliberations and arrive at its decisions at a public meeting with interested parties having the right to present their views. Should the Board not be able to relieve the exigency because of its rejection of the recommendations it receives from the Committee which have the sponsorship of at least five (5) members of the Committee, the Board shall return the matter to the Committee which shall then have thirty (30) calendar days to return with further recommendations. Provided that the Committee acts within the time period specified and provided the Committee provides an alternative plan to that presented previously that will relieve the remaining exigency, this procedure shall continue until the Board acts finally to relieve the exigency.

28.8 A terminated faculty member shall have the right of review by the UFGC as to whether the criteria and principles of Subsection 28.3 have been properly applied in his or her case. The Grievance Committee shall present its findings to the Board for review.

28.9 If the appointment is terminated, the faculty member shall receive salary or notice in accordance with the following schedule: At least three months, if the final decision is reached by March 1 (or three months prior to the expiration) of the first year of probationary service; at least six months, if the decision is reached by December 15 of the second year (or after nine months but prior to eighteen months) of probationary service; at least one year, if the decision is reached after eighteen months of probationary service or if the faculty member has tenure but has not been a faculty member at the University for ten (10) or more years; at least the balance of the current academic year plus one additional year (but not less than eighteen (18) calendar months) if the faculty member has been a faculty member at the University for ten (10) or more years; provided, nevertheless, and regardless of the foregoing, that no salary or notice is required beyond the term to which the faculty member has most recently been appointed.

28.10 Before retrenchment of faculty because of financial exigency, the University shall endeavor to place the affected faculty member in another suitable position within the University. The University may not fill a position in a discipline in which a tenured faculty member who has been terminated is qualified to teach for a period of five (5) years from the date of termination of service, unless the position is first offered to that faculty member and he or she is given at least thirty (30) calendar days to decide whether to accept or decline the position. A faculty member thus recalled shall be recalled with full tenure. The University may not fill a position in the discipline in which a non-tenured faculty member who has been terminated is qualified to teach for a period of two (2) years from the date of termination of service unless the position is first offered to that faculty member and he or she is given at least thirty (30) calendar days to decide whether to accept or decline the position. A faculty member thus recalled shall be recalled with the number of years of prior service at the University counting as part of his or her probationary period.

28.11 In the event of a conflict between the provisions of this Article and the provisions of any other Article of this Agreement, the provisions of this Article shall prevail; but nothing contained herein shall be construed as authorizing the amendment of this Agreement except by mutual consent of the parties.

28.12 A vacancy in the Financial Exigency Committee shall be

promptly filled by the party which made the original appointment.

28.13 Except as otherwise provided herein, the foregoing provisions of this Article 28 shall be applicable to an anticipated financial exigency which may result in the retrenchment of librarians (which, as used in this Article is defined as termination of librarians on tenure or of librarians during the period of their appointment) and for this purpose "faculty" shall be deemed to include librarians and "academic unit" shall be deemed to include "library department."

28.13.1 Subsections 28.3.5.1, 28.3.5.2, and 28.3.5.4 of this Article shall not apply to librarians. In the event that retrenchment of librarians is necessary, the order of retrenchment shall be as follows: Normal attrition is the preferred approach, to the extent that it will assist in relieving the exigency. Non-professional members of the library staff shall not be assigned professional tasks and shall not be hired, transferred, or reassigned to fill a professional vacancy created by financial exigency. Volunteer Workers shall not be assigned professional tasks and shall not fill a professional vacancy created by Financial Exigency. Part-time librarians shall be released before full-time librarians. Librarians shall be released in inverse order of their length of service. Exceptions to this order of retrenchment may be made only if the retention of an individual is necessary to assure the proper functioning of a library, library department, or unit within a department.

28.13.2 Subsection 28.10 of this Article shall not apply to librarians. The University may not fill the position of a librarian on tenure who has been terminated for reasons of financial exigency for a period of five (5) years from the date of termination of service unless the position is first offered to that librarian and he or she is given at least thirty (30) calendar days to decide whether to accept or decline it.

ARTICLE 29

TERMINATION BECAUSE OF DISCONTINUATION OF A PROGRAM, DEPARTMENT, COLLEGE, OR LIBRARY

29.1 Should the Administration make the judgment that the long-range educational mission of the University as a whole necessitates the discontinuation of a program, department, or college, and that such discontinuation necessitates the termination of faculty members with tenure or who hold appointments extending beyond the time of the proposed

termination, the Administration's reasons for this judgment shall be put in writing and shall be presented to those faculty members in the program, department, or college which the Administration proposes to discontinue, to the Faculty Senate, and to the AAUP at least sixty (60) calendar days before the Administration makes a recommendation for discontinuation to the Board of Trustees. Should any of these groups wish to have representation, make arguments, or present materials to the Board prior to or at the time of this recommendation, they shall have the right to do so. More specifically:

29.2 The arguments which the Administration shall use in its recommendations, and the reasons which the Board shall consider, shall be based entirely on the consideration that the long-range educational mission of the University as a whole will be enhanced by the discontinuation. These reasons shall not include cyclical or temporary variations in enrollment, nor shall they be primarily based on possible financial advantages which might accrue should the discontinuation occur.

29.3 After receiving the Administration's recommendations and reasons and the response, if any, from the AAUP, Faculty Senate, and/or the faculty in the program, department, or college which it is proposed to discontinue, the Board may either decide to drop the matter, or it may decide that probable cause for discontinuation exists. In the latter case, the Faculty Senate shall be informed and within fourteen (14) calendar days the Senate shall select a committee with full authority to consider the Administration's recommendation. This committee shall consist of five (5) faculty members, at least two of whom shall be members of the Faculty Senate. In addition, the AAUP shall have the right to appoint one non-voting member to the committee. In addition, the faculty in the program, department, or college proposed for discontinuation shall have right to select one non voting member to the committee who shall be outside of such program, department, or college.

29.4 Before final recommendations are made with respect to the discontinuation of a program, department, or college, the committee shall consult with the faculty members in the program, department, or college proposed for elimination.

29.5 The committee shall investigate at least each of the following issues:

29.5.1 the historical role and contributions of the program, department, or college in the University's educational, scholarly, and service mission, and those long-range circumstances which may have changed to alter that role and those contributions;

29.5.2 the dependence of other programs in the University on the program, department, or college proposed for discontinuation;

29.5.3 duplication elsewhere in the University of courses, research, or services offered through the program, department, or college, and possible organizational arrangements which might serve as alternatives to discontinuation;

29.5.4 arrangements which can be made to allow students enrolled in the program to satisfy degree or certificate requirements;

29.5.5 stature of faculty in the program, department, or college, and stature of alumni who have been graduated from the program, department, or college, and possible consequences to the academic stature of the University through discontinuation;

29.5.6 the profile of ages, periods of service, and tenure status of faculty members within the unit and an estimate of their possible usefulness elsewhere within the University; and

29.5.7 possible arrangements for planned phasing out of the program, department, or college as an alternative to abrupt discontinuation.

29.6 The committee shall have sixty (60) calendar days to complete this investigation and to make a final recommendation to the Faculty Senate. In this final recommendation the committee shall address itself to the original reasons given by the Administration, and shall also include statements regarding each of the above issues, and any others the committee shall find relevant. The Board may grant the committee additional time if it finds it desirable.

29.7 The Faculty Senate shall have twenty-one (21) calendar days within which to consider the recommendation and to vote its acceptance or rejection of the recommendation. The committee's report and its recommendation shall be written and shall be transmitted to the Board with an indication of the Faculty Senate's vote on acceptance or rejection of the report. Should the Board, upon receipt of this report, wish to proceed with a consideration for discontinuation, it shall both discuss the issues involved and arrive at its decision at a public meeting at which all interested parties shall be afforded the opportunity to express their points of view. A recommendation of discontinuation not supported by the committee or the Faculty Senate shall be made

effective only if supported by a majority of the entire membership of the Board.

29.8 Should the Administration recommend the discontinuation of a program, department, or college, but should this discontinuation not be effected as required in Subsection 29.7 the Administration shall not again commence the procedure set forth in this Article recommending discontinuation of the same program, department, or college, for a period of at least two years from the date of the Board's rejection of the recommendation to discontinue.

29.9 Should discontinuation of a program, department, or college be effected, but over a period of time to allow students entered in the program to complete their requirements, normal attrition should be used to terminate faculty members in the first phases insofar as possible. Part-time faculty members in a program, department, or college which has been discontinued shall be released before full-time non-tenured faculty unless this would result in a serious distortion of the academic program. Non-tenured faculty members in a program, department, or college which has been discontinued shall be released before tenured faculty members in that program, department, or college are released.

29.10 If an appointment is terminated, the faculty member shall receive salary or notice in accordance with the following schedule: At least three months, if the final decision is reached by March 1 (or three months prior to the expiration) of the first year of probationary service; at least six months, if the decision is reached by December 15 of the second year (or after nine months but prior to eighteen months) of probationary service; at least one year, if the decision is reached after eighteen months of probationary service; provided, nevertheless, that no salary or notice is required beyond the term to which the faculty member has most recently been appointed. A tenured faculty member with less than ten (10) years of full-time service will be permitted to complete the current year and, in addition, be given salary or notice for one (1) additional year. A tenured faculty member with ten (10) or more years of full-time service at the University will be permitted to complete the current year, and, in addition, be given salary or notice for two (2) additional years. Regardless of any contrary provisions of this Article, no salary or notice shall be required to be paid or given beyond a faculty member's normal retirement date.

29.11 Before terminating a tenured faculty member or a non-tenured faculty member prior to the end of a period of appointment because of discontinuation of a program, department, or college, the University shall endeavor to place the affected faculty member in another suitable position in the University. If placement in another position would be facilitated for a tenured faculty member

by a reasonable period of training available at the University (not to exceed the required notification period referred to in Subsection 29.10 above) such training will be offered provided that no such period of training shall be required if the faculty member is within three (3) years of his or her normal retirement age. Such training shall take place within the notification period referred to in Subsection 29.10 above, or at the University's option, after such period, in which event financial support will be proffered.

29.12 If an appointment is terminated before the end of the period of an appointment, or if a tenured faculty member is terminated because of the discontinuation of a program, department, or college, the University may not fill a position in a discipline in which a released faculty member is qualified to teach for a period of two years from the date of termination of service if the faculty member is untenured, or for a period of five years from the date of termination of service if the faculty member is tenured and is more than one year below his or her normal retirement age at the time of offer of reappointment, unless the released faculty member has been offered reappointment and has been given at least thirty (30) calendar days within which to accept or decline the reappointment. A tenured faculty member thus recalled shall be recalled with full tenure rights.

29.13 A faculty member may appeal a proposed relocation or termination resulting from the discontinuation of a program, department, or college, pursuant to this Article and shall have the right to a full hearing by the University Faculty and Librarians Grievance Committee, subject to ultimate review by the Board.

29.14 Should the Administration make the judgment, based on the recommendation of the library administrator, that the long-range service mission of the library systems necessitates the discontinuation of a library and that such discontinuation necessitates the termination of a librarian(s) on tenure or of a librarian(s) before the expiration of the term of appointment, the Administration's reasons for this judgment shall be put in writing and presented to the librarian(s) affected, the Faculty Senate, and to the AAUP at least sixty (60) calendar days before the Administration makes a recommendation for discontinuation to the Board of Trustees. Should these groups wish to have representation, make arguments, or present materials to the Board prior to or at the time of this recommendation, they may do so.

29.15 The arguments which the Administration may use in its recommendations, and the reasons which the Board shall consider, shall be based entirely on the consideration that the long-range mission of the library systems and the educational mission of the University will be enhanced by the discontinuation. The reasons

shall not be primarily based on possible financial advantages which might accrue should the discontinuation occur.

29.16 After receiving the Administration's recommendations and reasons and the response, if any, from the AAUP, the Faculty Senate, and/or the librarian(s) in the library which it is proposed to discontinue, the Board may decide either to drop the matter, or it may decide that probable cause for discontinuation exists. In the latter case, a committee shall be elected by librarians who are members of the Bargaiming Unit with full authority to consider the Administration's recommendation. The AAUP shall have the right to appoint one non-voting member to the committee and the librarian(s) in the library proposed for discontinuation may select one non-voting member to the committee.

29.17 Before final recommendations are made with respect to the discontinuation of a library, the committee shall consult with the faculty members in the department or college affected by the discontinuation of the library.

29.18 The committee shall investigate at least each of following issues:

29.18.1 the historical role and contributions of the library in the library systems' mission, the circumstances which may have altered that role, and the uniqueness of the collection;

29.18.2 the dependence of academic units and/or other libraries on the services of the library proposed for discontinuation;

29.18.3 the profile of ages, length of service, and terms of appointment of the librarian(s) affected and an estimate of their possible usefulness elsewhere within the University;

29.18.4 stature of the library department and possible consequences to the academic stature of the University through discontinuation; and

29.18.5 possible arrangements for planned phasing out of the library as an alternative to abrupt discontinuation.

29.19 The committee shall have sixty (60) calendar days to complete this investigation and to make a final recommendation to the librarians who are members of the Bargaining Unit. In this final recommendation, the committee shall address itself to the original reasons given by the Administration, and shall also include statements regarding each of the above issues, and any others the committee shall find relevant. The Board may grant the committee additional time if it finds it desirable. The librarians

who are members of the Bargaining Unit shall have twenty-one (21) calendar days within which to consider the recommendation and to vote its acceptance or rejection of the recommendation. The committee's report and its recommendation shall be written and shall be transmitted to the Board with an indication of the vote on acceptance or rejection of the report. Should the Board, upon receipt of this report, wish to proceed with a consideration for discontinuation, it shall both discuss the issues involved and arrive at its decision at a public meeting at which all interested parties shall be afforded the opportunities to express their points of view. A recommendation of discontinuation not supported by the committee or the librarians who are members of the Bargaining Unit shall be made effective only if supported by a majority of the entire membership of the Board.

29.20 Should discontinuation of a library be effected, normal attrition should be used to terminate librarians in the first phases insofar as possible. Librarians with term appointments in a library which has been discontinued shall be released before librarians in that library who hold tenure.

29.21 If an appointment is terminated, the librarian shall receive salary or notice in accordance with the following schedule: At least three months, if the final decision is reached by March 1 (or three months prior to the expiration) of the first year of service; at least six months, if the decision is reached by December 15 of the second year (or after nine months but prior to eighteen months) of service; at least one year, if the decision is reached after eighteen months of service; provided, nevertheless, that no salary or notice is required beyond the term to which the librarian has most recently been appointed. A librarian with tenure with less than ten (10) years of full-time service will be permitted to complete the current year and, in addition, be given salary or notice for one (1) additional year. A librarian with a tenure with ten (10) or more years of full-time service at the University will be permitted to complete the current year, and, in addition, be given salary or notice for two (2) additional years. Regardless of any contrary provisions of this Article, no salary or notice shall be required to be paid or given beyond a librarian's normal retirement date.

29.22 Before terminating a librarian holding tenure or librarian prior to the expiration of the term of appointment because of the discontinuation of a library, the University shall endeavor to place the affected librarian in another suitable position in the University. If placement in another suitable position would be facilitated for a librarian holding tenure by a reasonable period of training available at the University (not to exceed the required notification period referred to in Subsection 29.21

above) such training will be offered provided that no such period of training shall be required if the librarian is within three (3) years of his or her normal retirement age. Such training shall take place within the notification period referred to in Subsection 29.21 above, or at the University's option, after such period, in which event, financial support will be proffered.

29.23 A librarian may appeal a proposed relocation or termination resulting from the discontinuation of a library pursuant to this Article and shall have the right to a full hearing by the University Faculty and Librarians Grievance Committee subject to ultimate review by the Board.

29.24 If an appointment is terminated before the end of the period of an appointment, or if a librarian with tenure is terminated because of the discontinuation of a library, the University may not fill a position in the specialty of a librarian who has been released for a period of two (2) years from the date of termination of service if the librarian is on a term appointment or for a period of five (5) years from the date of termination of service if the librarian has tenure and is more than one year below his or her normal retirement age at the time of offer of reappointment, unless the released librarian has been offered reappointment and has been given at least thirty (30) calendar days within which to accept or decline the reappointment. A librarian with a tenure thus recalled shall be recalled with full rights of tenure.

ARTICLE 30

INSTITUTIONAL RESPONSIBILITIES

30.1 The University recognizes that an adequate working environment and supporting services are necessary for effective teaching, learning, and research. Therefore, within the limit of available resources:

30.1.1 Adequate Facilities

The University shall make a good faith effort to provide to each faculty member space and facilities adequate for effective and safe teaching, research, advising, and all other activities necessary to his or her academic discipline.

30.1.2 The parties agree to establish a joint administration/faculty environmental oversight committee consisting of four (4) administrators appointed by the President and four (4) faculty and librarians appointed by the Faculty Senate. This committee is charged with oversight

of the University's efforts in removing hazardous and unhealthy conditions from the work environment. Meetings of the oversight committee will be held at least on a quarterly basis. The committee will establish its meeting times and administrative procedures. The committee can receive complaints from faculty and librarians concerning alleged hazardous conditions. The committee may request the presence of anyone who may have a concern or who can be of assistance in considering environmental matters. The committee shall monitor the University's efforts to remedy the situation leading to the complaint. The committee shall from time to time report to the Presidents of the University and the AAUP and the Chair of the Faculty Senate on any environmental or health hazard which, in its judgment, represents a major cause for concern and recommend appropriate actions.

30.1.3 Libraries

The University recognizes its research mission and shall make a good faith effort to provide library systems responsive to faculty and student needs consistent with standards of quality recognized at a national level.

30.1.4 Supplies and Equipment

The University recognizes the need for adequate budgets in units for supplies and equipment. The University shall make good faith efforts to increase these budgets at a rate which will meet inflationary increases.

30.1.5 Student Financial Aid

The University recognizes the need for adequate budgets for student financial aid, including graduate assistantship stipends. The University shall make good faith efforts to improve these budgets.

30.1.6 Support Personnel

The University recognizes the need for adequate budgets for support personnel providing services within academic units. The University shall make good faith efforts to improve these budgets of the academic units.

30.1.6 Parking, Dining,-Meeting Space

The University shall endeavor to provide a reasonable environment to faculty and librarians in general by making a good faith effort to ensure (1) adequate parking spaces; (2) that at each campus there shall be cafeteria service and a

separate faculty dining room; (3) no discriminatory food surcharges; (4) substantial faculty involvement in the decision to renew food service contracts to vendors serving faculty in the faculty dining room area; and (5) adequate meeting rooms.

30.2 The provisions of this Article are not subject to the grievance and arbitration procedures of the Agreement.

30.3 The Office of the University Ombudsman is designated to monitor and report progress relative to this Article, to provide a forum where complaints in relation to this Article may be lodged and reviewed, and to attempt to resolve such complaints. Upon receiving a complaint from a member of the Bargaining Unit, the Ombudsman will discuss the matter with the responsible administrative officer in an attempt to resolve the problem. No later than April 15 of each year the Ombudsman will present a complete report to the President detailing the nature and resolution of each complaint related to this Article. A copy of this report will be sent to the AAUP.

ARTICLE 31

ACADEMIC UNIT HEADS

31.1 Nomination Process

Academic unit heads bearing the title of department head, division head, or director shall be appointed and reappointed by and serve at the pleasure of the Board upon the recommendation of the President of the University. Nominations to the President shall be made through the appropriate provost, by the dean concerned, following consultation with an ad hoc committee composed of faculty and students from the unit concerned and related units. Faculty from the unit and no more than two students from the unit shall constitute a majority of the committee, and that majority shall include at least two (2) faculty members democratically chosen by the unit concerned. The appointee must be mutually acceptable to the dean and the ad hoc committee. Before reappointment, academic unit heads shall undergo administrative performance review according to a term designated by the by-laws of the college but to be not less than four (4) nor more than seven (7) years.

31.2 General Areas of Responsibility

Academic unit heads serve by empowerment of the faculty and designation by the dean to represent the faculty and college

administration--each to the other--and to the University community. Responsibility, thus, to both the dean and faculty, includes:

- leadership in the development of the unit's particular mission within the academic mission of the college;

- leadership and advocacy of its academic programs in the pursuit of educational excellence;

- leadership in promoting the selection and retention of an outstanding and diversified faculty;

- leadership in the promotion of faculty development that includes provision of adequate resources for colleagues' professional growth and individual annual planning meetings with all the faculty;

- leadership in academic governance, including especially the collaborative development of appropriate procedures for governance within the unit (e.g., policies and procedures regarding RPT, leaves, long-range planning, curriculum development, and program review);

- leadership in promoting a climate where both the spirit and letter of affirmative action prevail;

- involvement in personal professional development and scholarship, including the development of necessary administrative skills and knowledge (e.g., administrative leadership workshops);

- management and oversight of the unit's budget, class schedules, course offerings, teaching assignments and staff;

- implementation of appropriate provisions of the UC/AAUP Agreement, University Rules, and college bylaws.

31.3 Administrative Performance Review

The administrative performance of academic unit heads shall be reviewed periodically as per Subsection 31.1 above. Not later than the end of the penultimate year of an incumbent's term, a review of the academic unit head's performance shall be undertaken which assures appropriate faculty participation by faculty in the unit. The processes and specific criteria for administrative performance review shall be established for each college by an elected faculty committee in consultation with and subject to the approval of the dean. The process and timetable for administrative performance review of unit heads shall be published in order to assure

opportunity for every faculty member in the unit to contribute.

31.4 Removal

An incumbent academic unit head may be removed upon a determination that his or her administrative performance is inadequate. A removal decision shall be communicated immediately by the dean of the college to the faculty of the academic unit involved and the individual prior to formal removal by the Board.

ARTICLE 32

DISPUTES AND ARBITRATION

32.1 The provisions of this Article shall be applicable to the interpretation, application, or alleged violations of any of the following provisions of the Agreement: Article 1, Recognition and Description of Bargaining Unit; Article 10, Compensation (except as to the distribution within colleges and library systems of any merit increases); Article 12, Minimum Salaries; Article 13, Overloads, Extra Compensation; Article 14, Academic Unit Head Compensation (only for failure to establish compensation within the ranges defined in Subsection 14.1); Article 15, Additional Compensation; Article 16, Medical, Dental, Life, and Disability Insurance; Article 17, Sick Leave; Article 18, Retirement Programs; Article 21, Rights and Duties of the AAUP as Agent; Article 22, Dues Check-off; Article 23, Released Time; Article 27, Governance of the University; Article 34, Decertification; Article 38, Duration and Amendment.

The provisions of this Article are also applicable to disputes as to the interpretation of the procedural requirements of the following articles: Article 5, Affirmative Action; Article 6, Appointments; Article 7, Reappointment, Promotion, and Tenure; Article 19, Personal, Child-Rearing, Vacation, and Military Leaves; Article 24, Faculty and Librarian Development Opportunities; Article 25, Academic Leave; Article 26, Professional Leave and Released Time for Education for Librarians; Article 28, Retrenchment Under Conditions of Financial Exigency; Article 29, Termination Because of Discontinuation of a Program, Department, College, or Library; Article 31, Academic Unit Heads; Article 33, Maintenance of Practices.

32.2 It is the intention of the parties to use their best efforts informally to resolve any disputes between the AAUP and the Administration within the purview of this Article. In the event that such dispute is not resolved informally, formal notice of such dispute, if raised by the AAUP, shall be presented in writing to the appropriate provost and, if by the University, to the

President of the AAUP. Such written notice of dispute shall be given within sixty (60) calendar days after the circumstances giving rise to the dispute should have been known unless the parties agree in writing to extend the time. A response shall be made by the other party in writing within fourteen (14) calendar days after written notification of dispute.

32.3 In the event that the parties have not resolved the dispute within thirty (30) calendar days after the giving of formal notice of same, then either party may demand arbitration. Such demand for arbitration shall be made no later then fourteen (14) calendar days after the end of such thirty (30) calendar day period and if such demand is not given as provided herein, the right to arbitration shall be waived. The party demanding arbitration shall accompany such demand with the name of an arbitrator appointed by it. The other party shall, within fourteen (14) calendar days of such arbitration demand, advise the other party of the name of the arbitrator chosen by it. The two (2) arbitrators so selected shall meet and endeavor to resolve the dispute. In the event they are unable to do so within fourteen (14) calendar days the two arbitrators shall then select a third arbitrator. If the two arbitrators are unable to agree on a third arbitrator within ten (10) calendar days, either party may request the American Arbitration Association for a panel of arbitrators, each of whom shall be a member of the National Academy of Arbitrators. The third arbitrator shall be selected and the arbitration shall proceed pursuant to the Voluntary Labor Arbitration Rules of the American Arbitration Association.

32.4 The decision of the two arbitrators or the three arbitrators, as the case may be, shall be final and binding on the parties. The arbitrators, however, shall be bound by the language contained in this Collective Bargaining Agreement and their sole authority shall be to interpret the Agreement.

32.5 The fees and expenses of each arbitrator appointed by the AAUP or the University shall be borne solely by the party appointing such arbitrator. All other costs of arbitration shall be borne equally by the University and the AAUP.

32.6 Any time limit may be extended by mutual agreement in writing between the parties.

32.7 The matter of whether the procedures and time limits of an Article have been followed shall be considered as a procedural issue.

32.8 The phrase "procedural requirements" as used in this Article means requirements relating to steps or acts to be taken or not taken, the manner, sequence, and time in which steps or acts are

to be taken, and where an article mandates the basis for arguments, recommendations, or decisions, the application of such bases; it does not mean the merits of the argument, recommendation, or decision.

32.9 In the event that the AAUP gives timely notice of a dispute under this Article with respect to matter which has also been made the subject of a grievance under Article 8, such dispute shall be processed in accordance with the provision of this Article unless the AAUP and the University agree that the disputes and arbitration procedure be held in abeyance pending the final disposition of the grievance.

32.10 In the absence of such agreement the grievance shall proceed under Article 8 and the dispute shall proceed under this Article. If the dispute procedure results in arbitration and the decision of the arbitration differs from the final decision on the grievance, then, to the extent that the arbitrator's decision differs from the final decision on the grievance, the arbitrator's decision shall be controlling. Neither proceeding shall be stayed because of the pendency of the other, except by mutual consent of the parties.

32.11 Anything in this Article notwithstanding, the arbitrators shall have no power to review or consider any matter (except for the interpretation of procedural requirements of Articles 6 and 7) relating to appointment, reappointment, promotion, or the granting of tenure of or to member[s] or prospective member[s] of the Bargaining Unit, nor shall the arbitrators have any authority to decide that member[s] of the Bargaining Unit be employed by, or retained in the employ of, the University for any period of time, or awarded compensation of any kind in lieu thereof.

32.12 Subsection 33.4 of Article 33, Maintenance of Practices, or any change or discontinuance of a Rule of the Board of Trustees claimed to be in violation of Subsection 36.2 of said Article shall be subject to arbitration as provided in the first sentence of this Article.

ARTICLE 33

MAINTENANCE OF PRACTICES

33.1 The parties recognize that a collective bargaining agreement is a legally binding contract and that not all relationships between faculty and librarians and administration are necessarily best resolved by legal contract.

33.2 The parties further recognize that practices and policies of

general application have developed over a period of years and are set forth in writing in the Rules of the Board of Trustees. The policies of the University set forth in such Rules and applicable to Bargaining Unit members shall be continued during the life of this contract to the extent that such policies are not in conflict with the provisions of this Agreement. Any such policies in conflict with this agreement are hereby superseded.

33.3 The Rules of the Board of Trustees shall not be subject to the grievance procedure set forth in this Agreement; however, issues concerning whether or not such written policies are being followed in particular instances will be subject to the Grievance Procedure set forth in Article 8.

33.4 The Board of Trustees and the Administration shall not take any action during the life of this Agreement applicable to Bargaining Unit members which would reduce any of the following financial benefits which are not required by law or by other provisions of this Agreement:

33.4.1 remission of tuition or fees;

33.4.2 bookstore discounts; or

33.4.3 ticket discounts.

33.5 Any changes in the Rules of the Board of Trustees or in other policies, practices or procedures of the University which will affect or change the terms or conditions of employment for the members of bargaining unit, or alter their compensation or benefits shall be subject to negotiation with the AAUP and may not be implemented without the express agreement of AAUP.

33.6 The provisions of this Article shall not apply to any rules of the Board of Trustees which relate to the regulation of clinical or medical services, provided such rules changes do not affect the wages, hours, terms and conditions of a member's academic work as set forth in Article 11.

ARTICLE 34

DECERTIFICATION

34.1 The University's recognition of the AAUP as set forth in Article 1, Recognition and Description of Bargaining Unit, of this Agreement shall continue unless and until the AAUP is decertified by order of SERB through the procedures allowed in Section 4117.07 of the Ohio Revised Code.

ARTICLE 35

AGREEMENT CONSTRUCTION

35.1 The article or section titles throughout this Agreement are merely editorial identifications of their related text and do not limit or control that text.

ARTICLE 36

TOTALITY OF AGREEMENT

36.1 The parties acknowledge that during the negotiations which resulted in this Agreement, each had the limited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining; and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the University and the AAUP, for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered in this Agreement, or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though said subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement; provided, however, that nothing herein contained shall be interpreted as precluding the right of the parties, assuming mutual agreement, to negotiate on any such subjects or matters which develop after entering into this Agreement; and provided further, that nothing herein contained shall be construed to limit the matters which are subject to collective bargaining between the parties in the future.

ARTICLE 37

SAVINGS AND SEPARABILITY

37.1 In case any provision in this Agreement or part thereof is for any reason held to be illegal or invalid, such illegality or invalidity shall not affect the remainder of this Agreement which shall be construed and applied as if such provision or part thereof, to the extent invalid or illegal, were not contained therein, and each other provision or part thereof shall remain in full force and effect; provided, however, that if requested by either of them, the parties shall, if possible, negotiate a

substitute provision for any provision or part thereof held to be illegal or invalid.

ARTICLE 38

DURATION AND AMENDMENT

38.1 This Agreement shall continue in full force and effect to and including August 31, 1992.

38.2 The Agreement shall continue in effect from year to year thereafter unless either party notifies the other in writing not less than ninety (90) calendar days prior to the expiration date that a modification or termination of the Agreement is desired. Should either party to this Agreement serve such notice upon the other party the University and the AAUP shall meet for the purpose of negotiation and shall commence consideration of proposed changes or modification in the Agreement not less than sixty (60) calendar days prior to the expiration of the Agreement.

38.3 If, pursuant to such negotiations, an agreement on the renewal or modification of this Agreement is not reached prior to the expiration date, this Agreement shall continue in effect unless terminated by either party upon seven (7) calendar days written notice to the other; provided, however, that in any event the recognition of the AAUP shall continue in accordance with Article 34, Decertification.

ARTICLE 39

DISPUTE SETTLEMENT PROCEDURES

39.1 The parties do hereby agree to the following procedure for the settlement of disputes concerning the termination or modification of this Agreement or the negotiation of a successor Agreement. This dispute settlement procedure shall be substituted for the procedure or procedures specified in Section 4117.14 of the Ohio Revised Code, as authorized by Section 4117.14(C) (1) (f) of the Code:

39.2 Should either party, pursuant to Article 38, give notice to the other that a modification or termination of the Agreement or negotiation of a successor Agreement is desired, that party shall simultaneously notify the State Employment Relations Board by serving upon the Board a copy of the notice and a copy of the existing collective bargaining Agreement.

39.3 During the period commencing at least sixty (60) calendar

days prior to the expiration of the current contract between the AAUP and the University, both parties agree to bargain in good faith in order to reach a settlement by the expiration date of the Agreement. In the event a settlement has not been reached by the expiration date of the Agreement, the parties may jointly agree to continue negotiations and/or request mediation. If negotiations continue and settlement has not been reached within seven (7) calendar days after the expiration of the Agreement, either the University or the AAUP may declare that the parties are unable to reach an agreement and can request mediation. The parties shall mutually request the appointment of a Mediator from either the Federal Mediation and Conciliation Service (FMCS) or the State Employment Relations Board (SERB).

39.4 The parties shall meet with the Mediator and provide the Mediator with any information requested to facilitate mediation. If the Mediator is unable to effect a settlement within a period not to exceed fifteen (15) calendar days after appointment, and if the Mediator declares that fact-finding is appropriate to the resolution of the differences, either party may, by written notification to the other, request that their differences be submitted to a fact-finding panel.

39.5 Within seven (7) calendar days of such written notification of a request for fact-finding, each party shall designate a person to serve as a member of the fact-finding panel. Those two members of the fact-finding panel shall request either FMCS or SERB to select a third member to serve as chairperson, which chairperson shall be appointed within seven (7) calendar days after selection of the initial two members. Unless both parties consent, the chairperson cannot be the same person who served as Mediator.

39.6 The fact-finding panel, within seven (7) calendar days of its appointment, must meet with the parties. The panel may hold hearings, make additional investigations and inquiries, and take other steps as it considers appropriate. The panel is empowered to request SERB to issue subpoenas, pursuant to Section 4117.14 (C)(4)(c), Ohio Revised Code. If the dispute is not settled within fifteen (15) calendar days after the panel is appointed, or within a longer period, if agreed to by the parties, the panel must report its findings to the parties, including its recommendations on the unresolved issues. Fourteen (14) calendar days after submission to the parties, the findings must be made public if no settlement has been reached.

39.7 Notwithstanding the dispute settlement procedures described above:

39.7.1 The AAUP reserves the right to strike, under Section 4117.14 (D)(2) and otherwise, at any time after the

expiration of the Agreement, upon giving ten (10) days notice to the Administration and SERB.

39.7.2 The parties may, at any time during the negotiations and by mutual agreement, request either FMCS or SERB appoint a Mediator to assist in the settlement of disputes over negotiation issues.

39.8 All costs above those paid by SERB associated with the appointment of the Mediator and the Chairperson of the fact-finding panel shall be shared equally by the parties.

DEFINITIONS

AAUP	shall mean the University of Cincinnati Chapter of the American Association of University Professors.
ACADEMIC BASE SALARY	shall mean that salary to which a Bargaining Unit member is entitled by virtue of his or her appointment, and shall not include compensation earned through overload teaching or temporary assignments, Summer Session, or Evening College. In those colleges or departments which operate on a four-quarter basis, academic base salary for Bargaining Unit members obligated to teach on a seven out of eight quarter basis shall signify their three-quarter salary.
ACADEMIC UNIT	shall mean the smallest academic unit of which a member of the Bargaining Unit is a member, whether a college, library, department, division, school, or other unit.
ACADEMIC UNIT HEAD	shall mean the Board of Trustees appointed chief administrative officer of an academic unit whether called department head, division head, or director.
ADMINISTRATION	shall mean the President of the University of Cincinnati or his/her representative(s) designated for the purpose.
BARGAINING UNIT	shall mean the group of faculty members and librarians described in Article 1 of this Agreement.
BOARD	shall mean the Board of Trustees of the University of Cincinnati.
LIBRARY ADMINISTRATOR	shall mean the Deans of Raymond Walters and Clermont Colleges, Dean and University Librarian for University Libraries, Associate Senior Vice President for Medical Center Information and Communications Libraries, and Head Law Librarian for the Marx Law Library.
LIBRARY DEPARTMENT	shall mean an organized function within a library system with one or more staff and a Department Head, e.g., Archives and Rare Books Department, Reference Research and Instruction

Services, Engineering Library.

LIBRARY SYSTEM — shall mean one or more libraries reporting to one Library Administrator; i.e., University Libraries, Medical Center Information and Communications Libraries, Marx Law Library, Raymond Walters College Library, and Clermont College Library.

PRESIDENT — shall mean the President of the University of Cincinnati.

QUALIFIED FACULTY TITLES — shall mean titles in the Field Service, Adjunct, Research, and Clinical series. Qualified titles shall not carry eligibility for tenure.

TIME LIMITS — All references in this Agreement to time periods are expressed in calendar days inclusive of Saturdays, Sundays, and legal holidays. Any time limit may be extended by mutual agreement in writing between the parties.

UNIVERSITY — shall mean the corporate entity administered under the authority of the Board of Trustees of the University of Cincinnati.

UNQUALIFIED FACULTY TITLES — shall mean the faculty titles of Professor, Associate Professor, Assistant Professor, and Instructor, Senior Librarian, Associate Senior Librarian, Associate Librarian, Assistant Librarian, and Beginning Librarian. Unqualified titles carry eligibility for tenure.

YEAR — shall mean the academic year unless otherwise designated.

MEMORANDA OF UNDERSTANDING

During the course of negotiations the Administration and the AAUP reached an understanding regarding several important issues. The following represents that understanding:

M.1 Shared Governance at the College and Library System Level

M.1.1 Within 90 days of the signing of this contract, every College and Library System will submit, through its dean, to the appropriate provost and to the Chair of the University Faculty Senate a description of the governance structure of the college or system. These descriptions should specify:

a) how faculty and administration work together and jointly accept responsibility for problem resolution;

b) how governance structures use effective problem-solving methods;

c) how participants gain understanding of and represent varied interests;

d) how participants work toward solutions designed to maximize benefits for all interests, rather than taking a winning or losing approach;

e) how those responsible for decision and implementation keep participants informed;

f) how governance structures enhance mutual respect.

M.1.2 The Senior Vice President and Provost, the Senior Vice President and Provost for Health Affairs, and the Chair of the Faculty Senate will review and respond, within ninety (90) days, with their suggestions for enhancement of the governance structures in each College and Library System.

M.1.3 In December 1991, each College and Library System, through its dean, will submit a second report responding to suggested enhancements pursuant to M.1.2 above, and describing how they have been integrated into the governance structure.

M.2 Joint Faculty/Deans Task Force

M.2.1 Within 90 days after the signing of this contract, a joint faculty/deans task force will be created as follows: The Faculty Senate and Council of Deans will each appoint four representatives, including the Chair of the Faculty Senate. This

task force will be charged with the responsibility of first examining the current University-wide governance system, including creation of an annotated list of all the major committees at the university level. After understanding how current committees are constituted and function in accordance with the expectations outlined in Memorandum #1, the task force will then recommend to the appropriate provost, the President, and to the Faculty Senate alternative ways of constituting committees and of having committees work on tasks to be more consistent with the principles of shared governance. The task force will consider the following:

a) adding administrators to faculty committees;

b) adding faculty to administrative committees;

c) creating a joint faculty/deans budget and priorities committee to replace separate committees now in existence;

d) making the Chair of the Faculty Senate a member of the President's cabinet;

e) requiring annual reports from all major committees to the Chair of the Faculty Senate and to the President;

f) means of recognizing the contributions of faculty members and administrators for their work in shared governance;

g) asking administrators to provide a written explanation to any committee when he/she does not concur with the committee's recommendations;

h) mechanisms to insure timely responses from committees;

i) training and development activities to improve committee effectiveness;

j) mechanisms to remove committee members who do not carry out their responsibilities;

k) ways to identify faculty and administrators appropriate (and committed) to the tasks of the various committees.

M.3 Mediation Between Bargaining Unit Members

M.3.1 Mediation complaints filed by one Bargaining Unit member against another (unless the respondent is an academic unit head acting in an administrative capacity) may be mediated through the office of the AAUP, but not within the context of Article 8.

M.4 Changes in Job Descriptions for Librarians

M.4.1 When considering changes in the job description, library administrators will continue the practice of consulting the incumbent in a position and the department or unit head. Consultation will address workload and additional compensation where appropriate.

M.5 College of Medicine Study Committee

M.5.1 Within 90 days of the execution of this agreement, the AAUP and administration agree to establish a College of Medicine Study Committee, composed of three representatives from each side. The Committee will name co-chairs, representing each side. The Committee will examine and make recommendations on issues related to the College of Medicine. These issues include:

a) A determination of whether it is appropriate and reasonable to modify the definition of basic academic salary (see Article 11) to include variations for years of service within rank.

b) Issues related to the length of the probationary period for various faculty title series, and the movement of faculty among title series.

c) Whether it is appropriate and reasonable to consider redefining membership of the bargaining unit.

d) Possibility of the creation of an East Campus equivalent to the University Faculty Grievance Committee.

The Committee will make a recommendation regarding item a) above within six months of its appointment, which recommendation will be binding on both parties.

M.5.2 The Committee will make its recommendations on the remaining items within one calendar year of appointment. The University and the administration of the College of Medicine shall provide the committee with all relevant information available. The Committee may choose to create subcommittees including persons who are not members of the Committee. The Committee may schedule hearings and forums with the faculty and administration of the College, poll the faculty of the College, and conduct other appropriate investigations relevant to the issues they are studying. Before making final recommendations, the Committee should take steps to assure that the faculty and the administration of the College have been fully involved in the resolution of the issues listed above.

M.5.3 The recommendations of the Committee will be sent to the President and the AAUP. Upon receipt of the recommendations, the University and the AAUP may agree to re-open contract negotiations, which negotiations shall be limited to issues raised by the Committee. If there is no agreement to reopen negotiations, the recommendations of the Study Committee will be forwarded to the negotiating teams of both parties during the period in which they are preparing for the 1992 negotiations.

M.6 Benefits Study Committee

M.6.1 The Benefits Study Committee shall be a standing committee with four members appointed by the AAUP Board and four members appointed by the President. The Committee may create subcommittees, which will have equal representation from each side, and may include individuals who are not members of the Committee.

M.6.2 The Committee shall explore ways to contain benefits costs to the University and to the individual Bargaining Unit member without reducing the level of benefits available to Bargaining Unit members subject to the terms and conditions listed below. To achieve these ends the Committee may direct the University to get cost estimates, determine accurate estimates of benefits costs, review usage, investigate alternate vendors, and make other requests consistent with its charge. The University shall provide the Committee with all the information available to it regarding the cost, usage, and nature of benefits provided to all University employees.

M.6.3 In addition to the concerns stated above, the Committee specifically shall study the following during the term of this contract, and recommend changes where appropriate:

a) the Early Retirement Program
b) a partial retirement program
c) tuition remission benefits, the University Wellness Program, and a sick child-care program
d) the Sick Leave Bank (size and function)
e) the Choice Benefits Plan, to determine the quality of the plan and how it is appropriate to the needs of the Bargaining Unit members (including efficiency of claims payments).

M.6.4 Definitions

For purposes of this Memorandum, the following terms are defined.

BARGAINING UNIT HEALTH BENEFITS (hereinafter Plan) are those medical services described in subsections 16.2 and 16.3 of

Article 16 of this agreement.

UNIVERSITY'S SHARE OF THE COST (hereinafter University's share) is the amount budgeted for health benefits in FY 1988-89, and increased by ten percent (10%) in each FY of this agreement. These base amounts may be adjusted, by mutual agreement, to reflect changes in the numbers of Bargaining Unit members:

FY 1989-90	$ 8,236,693
FY 1990-91	$ 9,060,362
FY 1991-92	$ 9,966,399

BARGAINING UNIT MEMBERS' SHARE OF THE COST (hereinafter members' share) is the total dollar value paid by all Bargaining Unit members in any calendar year for health benefits.

PLAN BUDGET is a calendar year concept that consists of (1) the University's share on a fiscal year basis, adjusted for six months of trend plus (2) the members' share that is in effect for that year.

M.6.5 Except for members' share, the University agrees to pay the cost of the Plan until December 31, 1990. The University further agrees to increase the amount it pays for the Plan as described in the definition of University's share in M.4. above.

M.6.6 It is the intention of both parties to have members' share cover the cost of the Plan, after December 31, 1990, except for the University's share.

M.6.7 During the summer of 1990, the Committee will review the usage data and cost data for the various components of the Plan for the Bargaining Unit. The Committee will estimate the likely cost of the Plan for calendar year 1991. Then it will compare this cost estimate with the Plan budget for calendar year 1991. (1) If the cost estimate and the Plan budget are virtually equal, then the Plan will remain the same. (2) If the cost estimate is less than the Plan budget, then the Committee will make adjustments to the Plan to increase members' share so that the cost estimate and Plan budget are virtually equal.

M.6.8 The process described in M.6.7 will be repeated in the summer of 1991 for the calendar year, 1992.

M.6.9 In addition, during the summer of 1991, the Committee will review the actual cost of the Plan in calendar year 1990, and will update the cost estimate for calendar year 1991. If a judgment is made that the cost of the Plan in calendar 1991 will not require

the University to increase its share of the Plan's budget for calendar year 1991, then the unspent amount will be considered a surplus to be applied to the Plan budget for calendar year 1992. In this event, members' share will be decreased, in calendar year 1992. If a judgment is made that the actual cost of the Plan in calendar year 1991 will be greater than the estimated cost for that year, then the excess cost will be considered an overage and will be applied to the estimated cost of the Plan budget in calendar 1992, and will result in increased members' share. The increases or decreases that result from the process described in this paragraph are separate and unaffected by the increase or decrease that results from achieving virtual equality between cost estimate and Plan budget as required in M.6.7.

M.6.10 It is the intention of both parties to use the process described in the paragraph M.6.9 above, so that when viewed over a multi-year period the members' share covers any increased cost of the Plan above the University's share. If the Committee's prior estimate of the cost in any one year is proven to be inaccurate by actual experience, the amount of the variation will be determined by the Committee. This variation will be applied positively or negatively, as appropriate, to the cost estimate for the subsequent year. In its review of the data, the Committee may consider the effects of outliers.

M.6.11 After the Committee completes its work as described in paragraphs M.6.7 - M.6.9 above, and in the event that adjustments to the members' share to the Plan are required, then the Committee will determine the form of those adjustments. The Committee's work must be completed by August 15 of each year.

M.6.12 Concurrent to the work of the Committee, each party to this Agreement will appoint, by June 1, one person who is knowledgeable and experienced in the field of medical insurance and fringe benefits. These two persons will then pick a third person who is also knowledgeable and experienced in the field of medical insurance and fringe benefits.

M.6.12.1 If the Committee does not complete its work as set forth in section M.6.11, this third person will be required to determine the adjustments necessary within a framework decided by the Committee. It will be the task of the Committee to define the charge to the third person. The third person will be limited in authority to that charge. If the Committee cannot agree upon a charge for the third person by August 15, then the third person will be required to determine the adjustments necessary to the member's monthly contribution to the CMP, HMO, and PPO in order for each plan to meet the cost estimate as forecast by the Committee. In any event, this third person must complete his/her work no

later than September 1. Because of the tight time frames for this process, this third person will be selected by June 15, and will sit with the Committee through its deliberations over the summer. This will provide the third person with sufficient background so that he/she can make an informed decision by September 1. The cost of the services of the third person will be split evenly between the AAUP and University. The decision of the third person is final, binding, and not appealable.

Norman H. Murdoch, Chair
AAUP Negotiating Team

David F. Hartleb, Chair
Administration Negotiating Team

Date: 7/13/89

SIGNATORY TO AGREEMENT

UNIVERSITY OF CINCINNATI

Stanley M. Chesley
Chairman, Board of Trustees

Joseph A. Steger
President

Negotiating Team:

David S. Harsleb, Chair

Linda J. Cain

Karen Faaborg

John J. Hutton

Mary Jane Jesse

Maria C. Kreppel

Anthony Perzigian

Lonnie H. Wagstaff

Lynne A. Rissover
Assistant for Labor Relations

UNIVERSITY OF CINCINNATI CHAPTER OF THE AMERICAN ASSOCIATION OF UNIVERSITY PROFESSORS

Barbara L. Schare
President

Negotiating Team:

Norman H. Murdoch, Chair

Saul S. Bloomfield

Paul Horn

Amadeo Pesce

Jonathan Riess

Elizabeth Sato

Patricia Tate

Don Tolzmann

James M. Hall
Bargaining Council Chair

ATTEST:

Toni A. Gregory
Clerk of the Board of Trustees

Date: 9/13/89

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UFGC GRIEVANCE FORM

For use by UFGC only	
Date received	
Hearing date	
Ad hoc committee formed	
Ad hoc report rec'd	
Findings mailed	
President's response rec'd	

Grievant's name _____ / _____
(printed) (signature)

College _____ Department _____

Telephone _____ / _____ M.L.# _____
(campus) (home)

Type of Grievance: Type A (Reappointment, Promotion or Tenure)

Date negative notice
received from Provost _____

Type B (all other)
Date of learning of event
giving rise to grievance _____
Date mediators determined
resolution not possible
(if applicable) _____

Respondent(s): Against whom is grievance filed? _____

_____

Brief statement of grievance (refer to specific contract violations)

_____

_____

_____

_____

Brief chronology of grievance _____

_____

_____

_____

(If applicable) I will be represented by _____

cc: AAUP President M.L.#176
Provost
Dean
Respondent(s)

[FORM SUBJECT TO REVISION]

REQUEST FOR MEDIATION FORM

Date received by
Dean ☐
Provost ☐ _____

Name (print)_____ Phone_____ M.I.# _____

Signature_____ Department_____

College_____

Date of event(s) precipitating complaint_____

Person(s) against whom complaint is directed_____

_____

Brief statement of complaint_____

_____

_____

_____

Brief chronology of complaint_____

_____

_____

_____

Contract provisions violated_____

_____

_____

TO BE COMPLETED BY MEDIATION TEAM

Complaint resolved (date)_____ Date to Dean for implementation_____

Complaint not resolved (date)_____

Mediators_____/_____

[FORM SUBJECT TO REVISION]

Medical Coverage Comparison

FOR AAUP

Benefit	OPTION A Modified CMP	OPTION B Plan 1000	OPTION C U-Care*		OPTION D University Health Plan**
			NETWORK	NON-NETWORK	
Deductible	All services: $200 per person $400 per family	All services: $1,000 per person $2,000 per family	No deductible	All services: $200 per person $400 per family	No deductible
Copayment	10%	20%	As specified	30%	As specified
Out-of-pocket Limit	$700 per person $1,400 per family	$5,000 per person $10,000 per family	For both Network and Non-Network services: $1,100 per person and $2,200 per family (except Mental Nervous Disorders and Substance Abuse)		N/A
Maximum Benefit	No maximum except as specified	No maximum except as specified	No maximum except as specified	No maximum except as specified	No maximum on most benefits, some benefits have calendar year limits
Professional Services					
Allergy Testing and Treatment/Serum	Covered at 90% Serum: see Prescription Drugs	50%	50% Serum: see Prescription Drugs	50%	20% copay, allergy testing only 100% allergy injections 100% serum coverage
Diagnostic Tests and X-Rays	Covered at 90% if related to illness or injury	80% if related to illness or injury	100%	70%	Covered 100%
Immunizations	Not covered	Not covered	$10 copay per visit	70%	Covered 100%
Maternity Care	Covered at 90% UCR	80% UCR	$10 copay first visit only	70% UCR	Covered 100% by participating providers at participating facilities
Office Visits	Covered at 90% UCR if related to illness or injury	80% UCR if related to illness or injury	$10 copay per visit	70% UCR	Covered 100%
Routine Physical Exams (including associated diagnostic tests and x-rays)	Not covered	Not covered	$10 copay per visit	70% UCR	Covered 100%

Specialist Services	Covered at 90% UCR	80% UCR	$10 copay per visit	70% UCR	Covered 100% if referred by member's Primary Care Physician
Surgery	Covered at 90% UCR. Selected surgical procedures require second opinion or else covered at 50%	80% UCR. Selected surgical procedures require second opinion or else covered at 50%	100%. Selected surgical procedures require second opinion or else covered at 50%	70% UCR	Covered 100%
Therapy Services (Physical, Speech, Occupational)	Covered at 90% (limitations apply). Outpatient occupational therapy limited to 20 visits per year	80% with limitations	Inpatient: 100% during approved admission Outpatient: $10 copay	Inpatient and outpatient: 70% (limit 20 outpatient visits per year)	Short term therapy covered 100% for 60 consecutive days from first day of treatment if referred by member's Primary Care Physician
Well Baby/ Well Child Care	Not covered	Not covered	$10 copay per visit	70% UCR	Covered 100%
Eye Exams	Not covered	Not covered	$10 copay per visit	70% UCR	$10 copayment. Must use participating vision care providers
Chiropractic Services	Covered at 90% UCR	Covered at 80% UCR	Not available	70% UCR	Covered 100% if referred by member's Primary Care Physician and approved by UHP Medical Director as an out-of-plan referral
Hospital Services					
Ambulance	90%	80%	100%	100%	Covered 100%
Anesthesia	Covered at 90% UCR	80% UCR	100%	70% UCR	Covered 100%
Blood (Administration/ Products)	Covered at 90% after 2 pint deductible, if not replaced	80%	Covered 100% after 2 pint deductible, if not replaced	70% after 2 pint deductible, if not replaced	Covered 100%
Diagnostic Tests and X-Rays	Covered at 90% if related to illness or injury	80% if related to illness or injury	100%	70%	Covered 100%
Durable Medical Equipment	90% for conditions occurring after the effective date	80% for conditions occurring after the effective date	80%	80%	80% for conditions occurring after the effective date

*To receive maximum benefits under U-Care, eligible services must be provided by participating providers. Any services provided outside the plan's specifications may not be eligible for benefits.

**Services under University Health Plan must be referred or arranged by your Primary Care Physician, provided by participating providers and plan-approved. Any services performed outside the plan's specifications may not be covered at the amount listed in this comparison. All services must be medically necessary. Pre-approval must be obtained for all non-routine services.

continued on back

Benefit	OPTION A Modified CMP	OPTION B Plan 1000	OPTION C U-Care*		OPTION D University Health Plan**
Hospital Services			**NETWORK**	**NON-NETWORK**	
Emergency Care	Covered at 90%	80%	$50 emergency room copay (waived if admitted)	$50 emergency room copay (waived if admitted); 70% UCR after deductible (see brochure for out-of-area coverage)	Covered 100%
General Nursing Care	Covered at 90%	80%	100%	70% UCR	Covered 100%
Intensive/Coronary Care	Covered at 90%	80%	100%	70% UCR	Covered 100%
Mental/Nervous Disorders			These services are subject to special authorization and approval requirements.		These services are subject to special authorization and approval requirements. Note: this coverage is for short-term therapy only. Chronic mental health conditions are not covered.
• Inpatient	Covered at 80% up to maximum of 30 days or $10,000, whichever happens first (coordinated limit with Substance Abuse)	80%–45 days annual maximum (coordinated limit with Substance Abuse)	100%	70%–45 days annual maximum	Covered 100% for 45 days per 12 month period
• Outpatient	Covered at 90% up to $40 per visit. Annual maximum: $2,500 (coordinated limit with Substance Abuse)	50% to $550 annual maximum (coordinated limit with Substance Abuse)	Up to $3,100 after $10 copay per visit and pre-authorization	$1,550 limit with pre-authorization (maximum $45 per visit)	$20 copay per visit. Limited to 20 visits per 12 month period (includes Substance Abuse); excludes long-term psychotherapy
			$775 limit without pre-authorization (maximum $30 per visit)	$775 limit without pre-authorization 70% UCR (maximum $30 per visit)	
Substance Abuse		124	These services are subject to special authorization and approval requirements.		These services are subject to special authorization and approval requirements.
• Inpatient	Covered 80% at a hospital and	80%–45 days	Detoxification: 100%	No coverage	Detoxification: 100%

	alcohol treatment facility to maximum of 30 days or $10,000, whichever happens first (coordinated limit with Mental/ Nervous Disorders)	annual maximum (coordinated limit with Mental/Nervous Disorders)	Rehabilitation: 1 inpatient stay per lifetime if program completed. Maximum stay 45 days		Rehabilitation: 1 inpatient stay (maximum 45 days) and 1 outpatient program per lifetime, if program completed
• Outpatient	Covered 90% up to $40 per visit. Annual maximum: $2,500 (coordinated limit with Mental/ Nervous Disorders)	50% to $550 annual limit (coordinated limit with Mental/ Nervous Disorders)	Outpatient program: covered 100% for 2 programs per lifetime, if completed Follow-up care 100% first year then $1,000 per year afterward	No coverage	$20 copay per visit. Limited to 20 visits per 12 month period (includes Mental/Nervous Disorders)
Prescription Drugs	$2 copayment per generic prescription $4 copay per brand name prescription Allergy serum by direct reimbursement only	80%	$2 generic/$4 name brand copay Allergy serum by direct reimbursement only	$2 generic/$4 name brand copay	$3 copay per prescription at any UHP participating pharmacy
Room & Board	Covered at 90% for semi-private room, (private if medically necessary) for 365 days, renewable after 90 days. Pre-admission and concurrent review apply	80%–pre-admission review required	100% semi-private; private room if medically necessary. Pre-admission and concurrent review required	70% semi-private; private room if medically necessary. Pre-admission and concurrent review required	Covered for semi-private room, private if medically necessary. No day limit
Skilled Nursing Facilities	Covered at 90% if admitted within 14 days of discharge from inpatient stay of at least 3 consecutive days	80% if admitted within 14 days of discharge from inpatient stay of at least 3 consecutive days	100% if admitted within 14 days of discharge from inpatient stay of at least 3 consecutive days	100% if admitted within 14 days of discharge from inpatient stay of at least 3 consecutive days	Covered 100% for 365 days

Exclusions and Limitations:

All plans are subject to exclusions and limitations.

For details on Comprehensive Medical Plan, Plan 1000 and U-Care, refer to your Faculty Policy and Benefits Handbook.

For details on University Health Plan, contact Member Services at 721-0034 and request a copy of the certificate of coverage for your review.

*To receive maximum benefits under U-Care, eligible services must be provided by participating providers. Any services provided outside the plan's specifications may not be eligible for benefits.

**Services under University Health Plan must be referred or arranged by your Primary Care Physician, provided by participating providers and plan-approved. Any services performed outside the plan's specifications may not be covered at the amount listed in this comparison. All services must be medically necessary. Pre-approval must be obtained for all non-routine services.